

ADMINISTRATIVE FILE

Warehouse Division -
The Great A & P Tea Co.

X

PROPOSED AGREEMENT

covering

THE GREAT ATLANTIC & PACIFIC TEA COMPANY

WAREHOUSES

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National Warehouse Division
Int'l Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers
November 1954

RECORDED

PROPOSED AGREEMENT COVERING
THE GREAT ATLANTIC & PACIFIC TEA CO.
WAREHOUSES

ARTICLE I - PARTIES TO AGREEMENT, PURPOSE, and CONSIDERATION

(1) This agreement entered into as of the _____ day of
(month & year), between _____ (name or company)
hereinafter referred to as the "Employer", and the _____
(name of Local or Locals) Local No. _____ of _____ (city & state)
affiliated with the International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers of America of the Ameri-
can Federation of Labor, hereinafter referred to as the "Union".

NWD
11/74

PROPOSED AGREEMENT - Great Atlantic & Pacific Tea Co. Page 2

ARTICLE I (continued)

(2) Whereas, the parties hereto desire to establish the standards and hours of labor, rates of pay, and other conditions under which the employees classified herein shall work for the Employer during the life of this Agreement and thereby promote a relationship between the parties hereto providing for more harmonious cooperation and mutual benefit,

(3) Now, therefore, in consideration of the performance in good faith by both parties, individually and collectively, of the terms and conditions of this Agreement, the parties agree to and with each other as follows:-

NWD
11/54

ARTICLE II - UNION RECOGNITION

(1) The employer recognizes _____
(name of local or locals)
Local No. _____ as the sole and exclusive bargaining agency
during the life of this Agreement of all its employees classified
herein, located in _____ and vicinity.
(city or cities, state)

NWD
11/54

ARTICLE III - HIRING EMPLOYEES (SECURITY)

(1) The Employer shall be free to hire additional help from any source where they are available. In doing so, if the union has any available, they will be considered. In any event, any employees so engaged and retained who are not already members of the union shall be required to become members of the union thirty (30) days after hiring.

(2) Every new employee shall be on probation for a period of days fixed by agreement between each local union and company management, and during said period the Employer may dispense with his or her services for any reason without any question or objection by the Union or employee.

(3) On a specified date each month the Employer (Warehouse Superintendent) shall give to the Union a written list of all new employees employed during the previous month and retained for the probationary period referred to in paragraph (2) of this Article and thus added to the regular payroll of the Employer.

NWD
11/54

PROPOSED AGREEMENT - Great Atlantic & Pacific Tea Co. Page 5

ARTICLE IV - UNION MEMBERSHIP

(1) Subject to the conditions named in the paragraphs below, only employees of the classifications covered hereby who are members of the Union in good standing shall be eligible for work in the warehouses of the Employer.

(2) If during the operation of this Agreement any member of the Union shall not be in good standing and the Union shall notify the Employer in writing to that effect, the Employer shall immediately notify the said employee of the receipt of such notice and the said employee shall then have a period of seven (7) days after receiving such notice from the Employer within which to make arrangements satisfactory to the Union for the restoration of his or her good standing. The provisions of the paragraph directly above shall not be invoked unless such arrangements have not been satisfactorily made within the said seven (7) day period.

NWD
11/54

PROPOSED AGREEMENT - Great Atlantic & Pacific Tea Co. Page 6

ARTICLE V - CHECKOFF OF DUES, INITIATION FEES

(1) The Employer shall check off initiation fees and dues from all members who authorize in writing such deductions, and shall remit the same to the union.

NWD
11/54

ARTICLE VI - MANAGEMENT AUTHORITY

- (1) It is recognized that the well-being of both parties is directly dependent upon the skill and efficiency with which the business of the Employer is conducted, and that any assumption of the functions of the Management by representatives of the Union is contrary to the intent and purpose of the Agreement.
- (2) The authority and responsibility for the management of the business shall repose exclusively in the Employer and its appointed representatives, and the Union or its representatives shall not interfere with the exercise of such authority and responsibility, subject to the provisions of this agreement.

NWD
11/54

ARTICLE VII - LAYOFF NOTICE

(1) The Employer will give all regular employees five (5) working days' notice of layoff for lack of work or pay in lieu thereof. Employees hired for seasonal work will be given three (3) working days' notice of layoff for lack of work or pay in lieu thereof. These provisions shall not apply if a layoff is caused by strike, Acts of God, power failure or other reasons beyond the control of the Employer.

NWD
11/54

ARTICLE VIII - GRIEVANCE PROCEDURE

(1) All questions arising under this Agreement shall be taken up in the first instance through the Union. In the event of a failure by the parties to settle the matter, the Business Representative of the Union shall be consulted and in the event of a failure by the Business Representative of the Union and the Employer to settle the matter, it shall be arbitrated as provided in Article IX. All grievances to be considered as such shall be brought to the attention of the parties in writing within seven (7) days of their occurrence, extenuating circumstances excepted.

NWD
11/54

PROPOSED AGREEMENT - Great Atlantic & Pacific Tea Co. Page 10

ARTICLE IX - ARBITRATION

(1) In the event of a failure by the Union and the Employer to settle any matter arising hereunder, after proper and reasonable opportunity, the same shall be referred within seven (7) days thereafter, by either party giving written notice to the other of its intention to do so, to an Arbitration Board of three (3) members, one (1) member of which shall be designated by the complaining party in its notice to the other, the second of which shall be selected by the other party within seven (7) days thereafter, with due notice thereof to the complaining party, those two, within seven (7) days thereafter to select a third member, who shall be chairman. The Board shall meet within seven (7) days after its selection is completed and render a decision within two (2) weeks after its last official hearing. Decisions of the Arbitration Board shall be final and binding on both parties. The cost of the third member shall be borne equally by the parties.

(2) Nothing contained in this Agreement shall require or permit Arbitration of a change in the terms of this Agreement.

NWD
11/54

ARTICLE X - DISMISSALS AND APPEALS

(1) The Union shall be notified of all proposed dismissals at least twenty-four (24) hours before actual separation.

(2) The Union reserves the right to question and investigate any dismissal. Where such dismissal, upon joint reconsideration, is not justified, the dismissed employee shall be reinstated in his former position without loss of seniority and paid for all time lost at his regular rate of pay. Appeal by the Union for reconsideration must be registered in writing with the Employer within seven (7) days following such dismissal. When just cause exists the Union shall not ask to have the dismissed employee reemployed. If the Union and the Employer fail to agree as to whether the cause is justified, the question shall be submitted to arbitration as provided in Article IX hereof.

NWD
11/54

PROPOSED AGREEMENT - Great Atlantic & Pacific Tea Co. Page 12

ARTICLE XI - NO DISCRIMINATION FOR UNION ACTIVITY

(1) There shall be no discrimination against any employee because of membership in Local No. _____.

ARTICLE XIII - INSPECTION PRIVILEGE

(1) It is agreed that Union duties and activities will not be carried on during hours of work; however, this shall not prevent Union officials from entering the warehouse to satisfy themselves that this Agreement is being observed.

NWD
11/54

ARTICLE XIII - UNION OFFICER LEAVE OF ABSENCE

(1) Officers and delegates of the Union requiring leave of absence on Union service shall be granted same upon reasonable notice, and shall, at the end of same, be guaranteed re-employment without loss of seniority at their former wage rate, plus any increase, or less any reduction that may have become effective during their absence.

NWD
11/54

ARTICLE XIV - RATES ON TRANSFERS

(1) Employees permanently transferred from one job to another, unless they are already receiving rates equivalent thereto, shall receive, in addition to their regular pay, the differential shown on the schedule of minimum wage rates between the rate for their regular job and for the job to which they are being permanently transferred; but employees working at a higher rated job for one (1) to four (4) hours in any one day shall receive the higher pay for the hours actually worked at the higher-rated job; and employees working four or more hours in any one day on a higher rated job shall receive the higher rate of pay for the full day's work.

NWD
11/54

ARTICLE XV - EQUAL PAY FOR EQUAL WORK

(1) Employees doing like work and having served like periods of time in such work shall receive the same minimum rate of pay, regardless of sex. When a woman is assigned to work on a job not classified as a woman's job in the wage classification schedule, she shall receive her own rate or the rate for the job, whichever is higher.

NWD
11/54

ARTICLE XVI - REST PERIODS

(1) All employees on each shift shall have a maximum total rest period of thirty (30) minutes which shall be counted as working time, in each work day.

NWD
11/54

PROPOSED AGREEMENT - Great Atlantic & Pacific Tea Co. Page 17

ARTICLE XVII - GUARANTEED WORK WEEK OR DAY

(1) Employees who have seniority of one year or more and
who report at the hour designated shall be guaranteed forty (40)
hours of work each week. Employees who report for work at the
hour designated shall be guaranteed eight (8) hours' work for
the day.

NWD
11/54

PROPOSED AGREEMENT - Great Atlantic & Pacific Tea Co. Page 18

ARTICLE XVIII - PREMIUM RATES

- (1) For all hours worked on Saturday, or on the sixth consecutive day worked by employees whose regular work week includes Saturday, an employee shall be paid at the rate of one and one-half (1½) times the rate for the job.
- (2) For all hours worked on Sunday, or on the seventh consecutive day worked by employees whose regular work week includes Sunday, an employee shall be paid at the rate of two (2) times the rate for the job.
- (3) For all hours worked on holidays, an employee shall be paid at the rate of two (2) times the rate for the job in addition to the holiday pay.
- (4) For all hours worked in excess of eight (8) in a day, an employee shall be paid at one and one-half (1½) times the rate for the job. For all hours worked in excess of forty (40) per week, and for all hours worked in excess of thirty-two (32) per week in a week when a holiday occurs, an employee shall be paid at one and one-half (1½) times the rate for the job.

NWD 11/54

PROPOSED AGREEMENT - Great Atlantic & Pacific Tea Co. Page 19

ARTICLE XIX - QUALIFICATION FOR PAID HOLIDAYS

(1) Straight time according to the regular work schedule of hours shall be paid for regular full-time employees for the above-mentioned holidays under the following conditions:

(a) To receive such holiday pay an employee must be at work on the working day preceding and following any such holiday, unless the employee is on vacation on either or both of said dates.

(b) The holiday pay shall be given to an employee who is prevented from working on the day after the holiday because of illness to himself, herself, his or her spouse, or his or her child, providing the illness is of such serious character as to require the employee to remain away from work, the serious character of the illness to be attested to by a reputable physician.

(c) The holiday pay shall be paid to an employee who is unable to work on the day following a holiday as a result of a verified unavoidable accident which makes return to work impossible.

NWD 11/54

ARTICLE XX - FUNERAL LEAVE

(1) In the case of death of a member of the immediate family of any employee, he or she shall have a reasonable time out from work with pay, three days being considered a reasonable time. Immediate family is to include only, mother or father, sister or brother, husband or wife, son or daughter. Any unusual cases will be given special consideration by the Employer.

NWD
11/54

ARTICLE XXI - JURY DUTY

(1) An employee whose service in the capacity of a juror makes it impossible or impractical to work the hours necessary to earn the equivalent of forty (40) hours straight time pay in a regular work week, or the prescribed thirty two (32) hours straight time pay in a holiday week, may make application to the Employer for the difference between jury duty pay received and normal weekly earnings as defined above. The Employer agrees to pay such amount upon presentation of due proof by the employee.

NWD
11/54

ARTICLE XXII - NO STRIKES, NO LOCKOUTS

(1) During the term of this agreement, there shall be no strikes and no lockouts.

NWD
11/54

ARTICLE XXIII - PICKETING

(1) Notwithstanding anything set forth in Article XXII, it shall not be considered a violation of this agreement for employees covered hereunder to refuse to cross a picket line of a union or refuse to handle unfair goods. The term unfair goods as used in this section includes but is not limited to any goods or equipment transported, interchanged, handled or used by any carrier whether party to this agreement or not at whose terminal or terminals or place of business there is a controversy between such carrier or its employees on the one hand and a labor union on the other hand; and such goods or equipment shall continue to be unfair while being transported, handled or used by interchanging of succeeding carriers whether parties to this agreement or not, until such controversy is settled.

NWD
11/54

ARTICLE XXIV - MAINTENANCE OF STANDARDS

(1) It is further understood and agreed between both parties to this agreement that any conditions, privileges or wages agreed upon between the company and Local Union No. _____, which are in excess of those established herein shall not be reduced during the life of this agreement.

NWD
11/54

PROPOSED AGREEMENT - Great Atlantic & Pacific Tea Co. Page 25

NOTES

The following uniform provisions are to be discussed with the company, but are not written into the attached agreement:-

Vacations: 2 weeks after 1 year; 3 after 10.

Paid holidays: 10 per year.

Night premium rate of 12½¢ for all work performed between 6:00 PM and 6:00 AM.

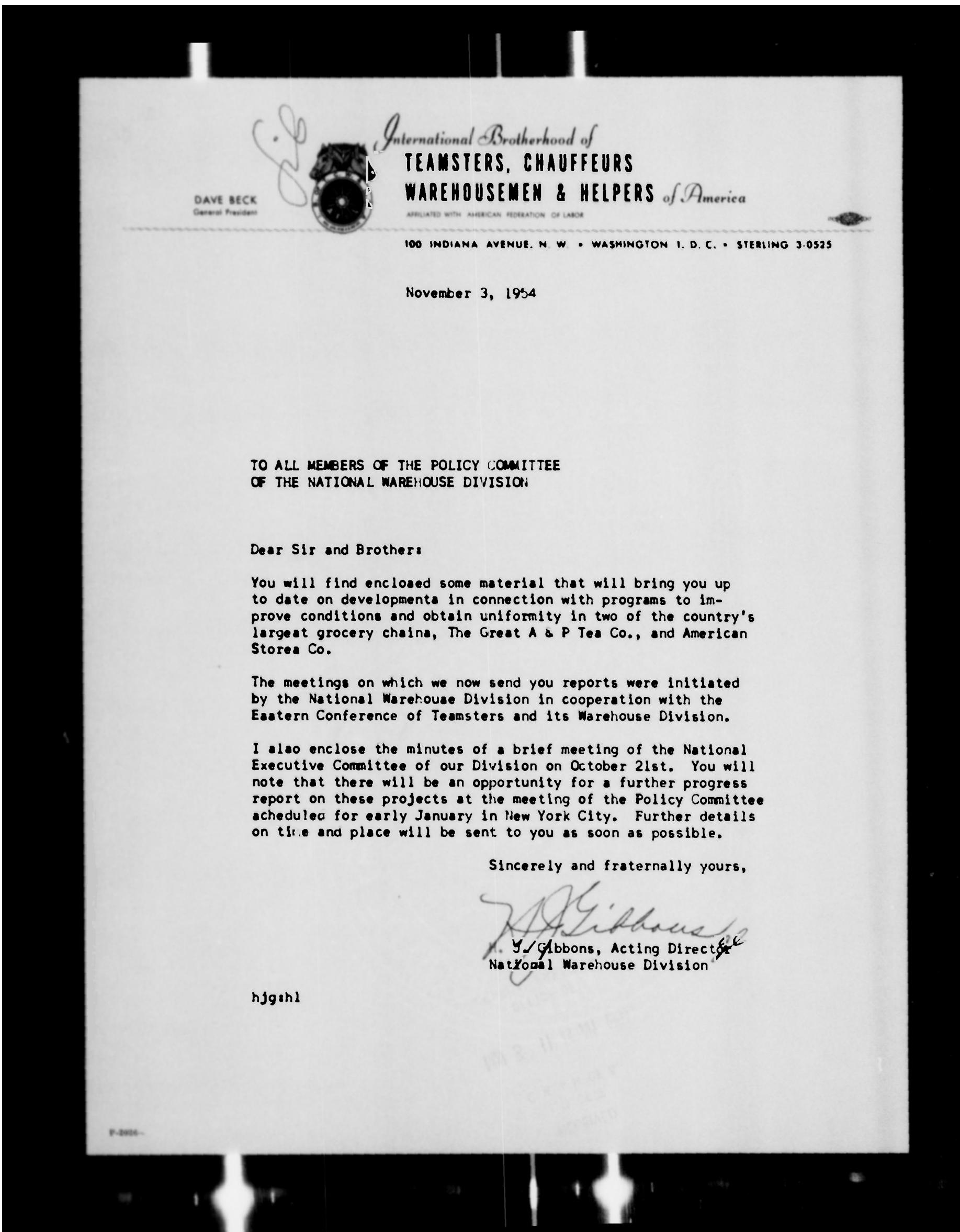
The question of health & welfare provisions is to be explored with the company to find out its attitude toward making these provisions more uniform.

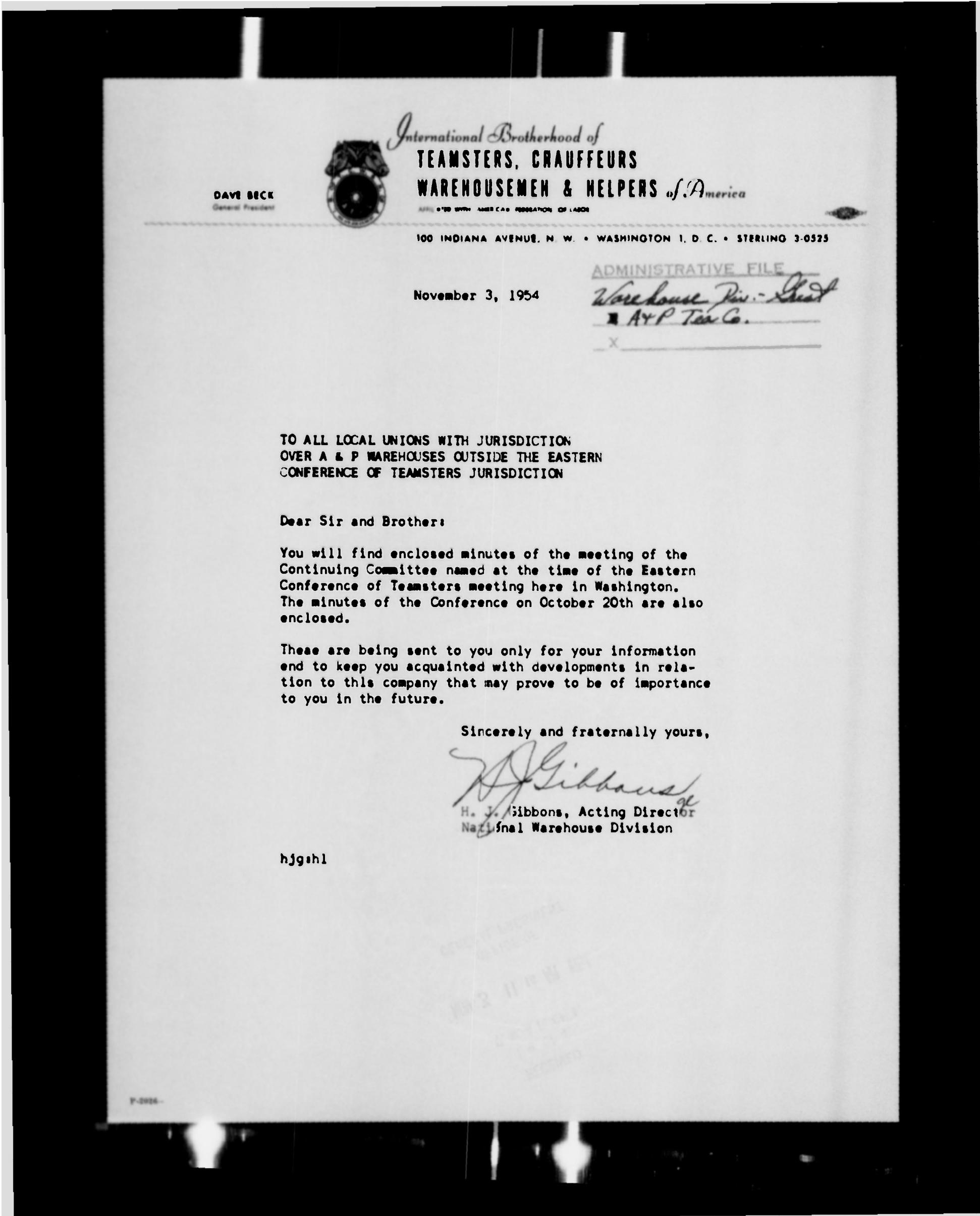
The following matters are left open for local-by-local negotiation:

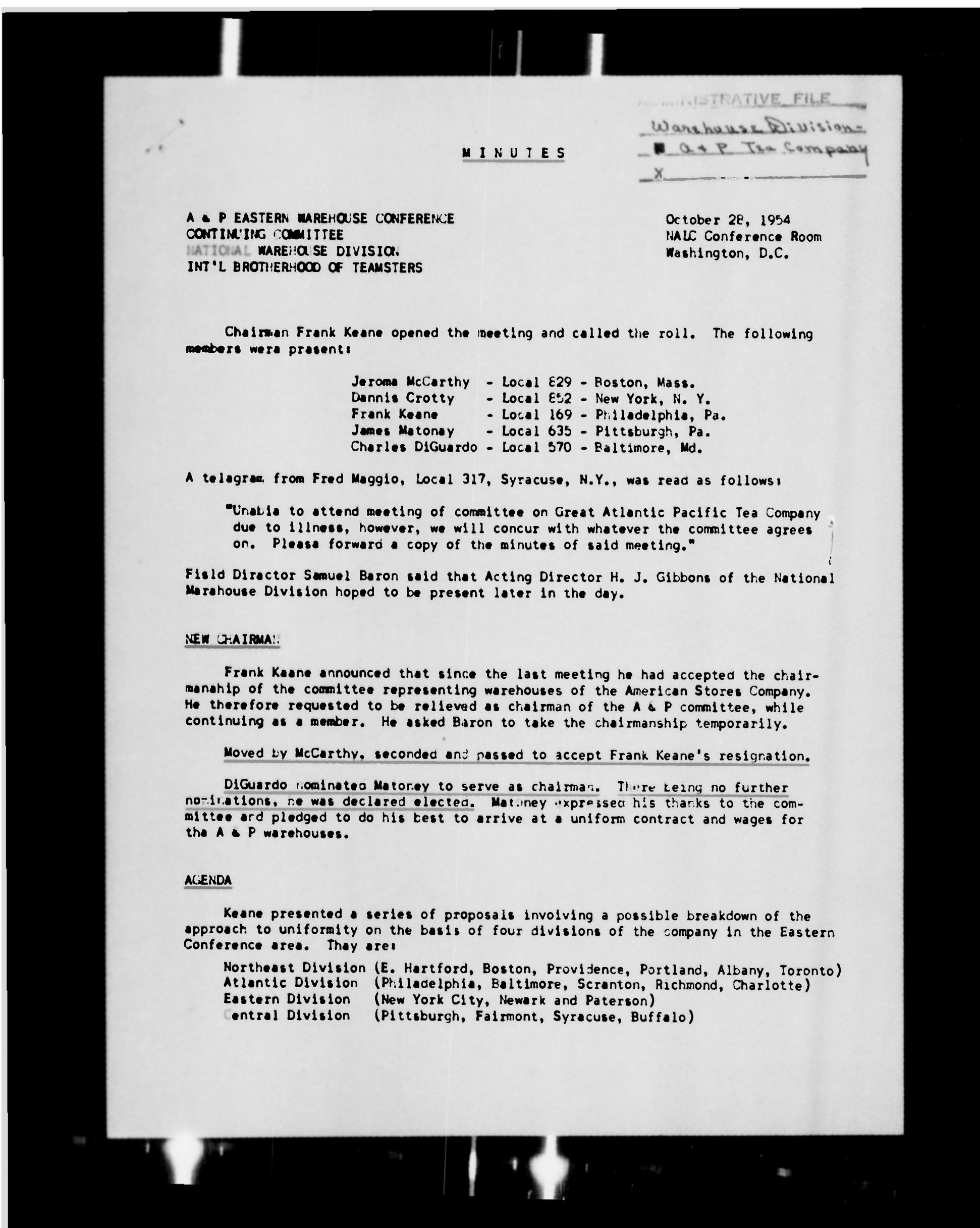
Job classifications
Minimum rates or starting rates
Sick leave
Hours of work and lunch periods
Shop committee or stewards
Seniority
Length of probationary period
Specific holidays to be observed in 10 provided

The term of the agreement is left open for the present.

NWD
11/54







AGENDA (cont'd)

He pointed out that all of the contracts in the Atlantic Division expire next Spring.

Baron suggested waiting until work is completed on the model agreement before the committee goes into the question of a common expiration date.

Matoney asked whether it was the intention of the National Warehouse Division to later expand the program to cover the whole country.

Baron said that it would be a long while before that question could be answered. He proposed that the procedure of the committee be to discuss and approve clauses for a model uniform agreement, then to discuss a target expiration date, and then to take up the tactical problems. At this point, all plans would require clearance and approval by the officers of the International union, the National Warehouse Division, the regional conference involved, the Joint Councils, as well as the local unions that would have to carry out the program.

Keane said that they are now negotiating the food industry contract in Philadelphia, and will demand and expect to get 25¢ an hour. The contract involves 23 companies which do 96% of the distribution of groceries in the Philadelphia area. He asked whether there was any chance of coordinating the present negotiations with the A & P program.

Baron said that at the A & P Conference he had proposed that present negotiations continue without reference to the program for uniformity, since it was not sufficiently advanced and had not been cleared.

MINUTES OF OCTOBER 20th A & P CONFERENCE

Minutes of the October 20, 1954 Conference of A & P warehouse locals were distributed.

Moved by DiGuardo, seconded and passed to dispense with the reading of the minutes of the October 20th meeting, and to place the question of corrections and approval on the agenda of the next meeting.

PROPOSALS FOR UNIFORM CLAUSES IN A MODEL AGREEMENT

Baron began the discussion by emphasizing that it is impossible to propose a uniform contract that provides in every clause for all of the peculiarities that exist in the relationships between the local unions and local A & P warehouse management. The clauses proposed represent a minimum basis of agreement and will be written in the final contract so that local unions can write supplemental agreements with the company covering those points where local provisions must be made. If it ever comes to negotiating an area-wide or company-wide agreement with A & P, each local union would be represented in the negotiations. At the same time

PROPOSALS FOR UNIFORM CLAUSES IN A MODEL AGREEMENT (cont'd)

representatives of the company would be meeting with the local unions on a local basis to settle questions not involved in the overall agreement.

He also pointed out that some local unions negotiate individual contracts with A & P, but others involve city-wide negotiations with many companies.

He said that the clauses to be proposed are ones that it would be possible for A & P management to accept without feeling that the union is making extreme demands.

The committee reached agreement on the contents of clauses on the following subjects. It was agreed in all cases that a maintenance of standards clause protecting local unions that might already have better conditions in present agreements would be written into any overall agreement with A & P:-

Parties to the Agreement
Purpose
Consideration
Union Recognition
Hiring Employees
Security
Union Membership
Checkoff of Dues & Initiation Fees
Management Authority
Dismissal & Appeals
Union Officer Leave of Absence
Grievance Procedure
Arbitration
Inspection Privilege
Rates on Transfers
Equal Pay for Equal Work
Rest Periods
Qualification for Paid Holidays
Funeral Leave
Jury Duty
Report Time & Guaranteed Work Week or Work Day

The committee then took up the following questions on which they did not approve contract language but did approve objectives to be sought in uniform agreements. It was agreed in all cases that a maintenance of standards clause protecting local unions that might already have better conditions in present agreements would be written into any overall agreement with A & P:-

Ten paid holidays
Vacations: 2 weeks after 12 months; 3 weeks after 10 years
All work performed in the hours between 6 PM and 6 AM: premium pay rate 12½¢
Triple rate for holidays worked
Double rate for 7th day or Sunday when not regularly worked
 $\frac{1}{2}$ rate for 6th day or Saturday when not regularly worked

GREETINGS FROM EASTERN CONFERENCE CHAIRMAN

At this point in the meeting Chairman Thomas E. Flynn of the Eastern Conference of Teamsters visited the meeting and was requested by Chairman Keane to give the group any comments he might have on the A & P project.

Flynn said that anything the committee works out would have the approval of the Eastern Conference as long as the Eastern Conference officers know where we are going and as long as the committee coordinates the work very closely. He asked what the Conference could do to help the project.

Baron said that the committee hoped at this meeting to arrive at terms of a uniform agreement that could be taken to the local unions for discussions and suggestions and then brought back to the committee. He expressed the hope that it would be possible to confer with Flynn and present to him the entire program as soon as possible. The same thing will be done with the officers of the International Union. Then it is proposed that a conference be held involving the officers of Eastern Conference, any representative selected by the International Union, the National Warehouse Division, and this committee with the A & P Company to obtain the company's reaction to this kind of approach to uniformity. Then there would be another meeting of the A & P Continuing Committee to decide on next steps.

Greeley told Flynn of Keane's proposal. (See Page 1)

Flynn said that he would like to see a complete report in writing as soon as possible.

PROPOSALS FOR UNIFORM CLAUSES IN A MODEL AGREEMENT (cont'd)

The next question taken up was the language of a picketing clause for the model contract. The clauses suggested by the Eastern Conference were discussed and it was decided to leave to Baron and Greeley the question of consulting with attorneys on the best possible language for such a clause.

Baron took up a series of matters on which he recommended that agreement be left to the separate negotiations involving the locals. Agreement was reached that the following matters will be negotiated locally:

Job Classification
Minimum Rates or Starting Rates
Sick Leaves: After discussion it was moved by [unclear], seconded and passed that each local union during negotiations with A & P be urged to firmly maintain present practice involving no 3-day wait before paid sick leave starts.
Hours of Work and Lunch Periods
Shop Committee or Stewards
Seniority

PROPOSALS FOR UNIFORM CLAUSES IN A MODEL AGREEMENT (cont'd)

After discussion on the health and welfare provisions, it was moved by Crotty, seconded and passed that the committee shall be authorized to explore contents of present A & P agreements on health and welfare and to discuss with the company their attitude toward making them more uniform.

A "No Strike -- No Lockout" provision is to be written in conjunction with the picketing clause.

The Term of Agreement is to be left open until the question of what locals are to move on the program is decided.

COMMON EXPIRATION DATE, AND NEXT MOVES ON PROGRAM

There was considerable discussion on the question of fixing a common expiration date. Keane pointed out that the seven local unions in the A & P Atlantic District can move in the period from February through April of 1955, if it is considered desirable at that time. Both Philadelphia and New York expect to demand at least 25¢ in next spring's negotiations.

Greeley said that there might be trouble if the model agreement is taken to the local unions for their approval before clearance is obtained from Eastern Conference and International officers.

Baron warned that the seven local unions involved in the Atlantic District would be strictly on their own if they attempted joint action before the program had been cleared from top to bottom.

Moved by DiGuero, seconded by Keane, and passed that a model contract based on the committee's discussions be drafted. This uniform agreement then is to be discussed with the officers of the International and the Eastern Conference. If this works out, a conference be requested with the Company by the officers of the International union, at which this committee should be present. That any further plans be delayed pending the outcome of these conferences.

LETTER OF THANKS

The staff was instructed to write a letter of thanks to President Doherty of the Letter Carriers expressing the thanks of the committee for his making available the union's conference room for the meeting.

Moved, seconded and passed to adjourn subject to call.

W11-130
11-2-54

PROPOSED MODEL CLAUSE
for GREAT ATLANTIC & PACIFIC TEA CO. agreements

TRADE DIVISION

Warehouse - Great
A&P Tea Co

X

Subject: PARTIES TO AGREEMENT

This agreement entered into as of the _____ day of _____,
(month & year)
between _____ hereinafter referred to as the
(name of company)
"Employer", and the _____ Local No. _____ of _____
(name of local) (city)
affiliated with the International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America of the American Federation of
Labor, hereinafter referred to as the "Union".

(PHILADELPHIA)

Nat'l Whse. Div.
10/54

GREAT ATLANTIC & PACIFIC TEA CO. AGREEMENT
PROPOSED MODEL CLAUSE

**PROPOSED MODEL CLAUSE
for GREAT ATLANTIC & PACIFIC TEA CO. agreements**

Subject: PURPOSE

Whereas, the parties hereto desire to establish the standards and hours of labor, rates of pay, and other conditions under which the employees classified herein shall work for the Employer during the life of this Agreement and thereby promote a relationship between the parties hereto providing for more harmonious cooperation and mutual benefit,

Subject: CONSIDERATION

Now, therefore, in consideration of the performance in good faith by both parties, individually and collectively, of the terms and conditions of this Agreement, the parties agree to and with each other as follows:-

(PHILADELPHIA)

Nat'l Whse. Div.
10/54

GREAT ATLANTIC & PACIFIC TEA CO. * Enclosed
ENCLOSED MODEL CLAUSE

PROPOSED MODEL CLAUSE
for GREAT ATLANTIC & PACIFIC TEA CO. agreements
Subject: UNION RECOGNITION

The employer recognizes _____ Local No. _____
as the sole and exclusive bargaining agency during the life of
this Agreement of all its warehouse employees classified herein,
located in _____ and vicinity.

(PHILADELPHIA)

Nat'l Wage. Div.
10/54

GREAT ATLANTIC & PACIFIC TEA CO. AGREEMENT
PROPOSED MODEL CLAUSE

PROPOSED MODEL CLAUSE
RECOMMENDED FOR UNION AGREEMENTS

Subject: HIRING EMPLOYEES (SECURITY)

The Employer shall be free to hire additional help from any source where they are available. In doing so, if the union has any available, they will be considered. In any event, any employees so engaged and retained who are not already members of the union shall be required to become members of the union within thirty (30) days of the hiring.

Every new employee shall be on probation for a period of thirty (30) days and during said period the Employer may dispense with his or her services for any reason without any question or objection by the Union or employee.

On a specified date each month the Employer (Warehouse Superintendent) shall give to the Union a written list of all new employees employed during the previous month and retained for thirty (30) days or more and thus added to the regular payroll of the Employer.

(PHILADELPHIA, modified)

Nat'l Whse Div.
10/54

LOL CHEVY VINTAGE & CLASSIC REV CO. WILMINGTON
ENCLOSED MODEL CLAUSE

~~PROPOSED MODEL CLAUSE
for BULK MATERIALS COMPANY AGREEMENTS~~

Subject: UNION MEMBERSHIP

Pursuant to an election duly held as required by law, the
warehouses of the Employer in _____ and vicinity shall
(city)
be union shops.

Subject to the conditions named in the paragraphs below,
only warehouse employees of the classifications covered hereby who
are members of the Union in good standing shall be eligible for
work in the warehouses of the Employer.

If during the operation of this Agreement any member of
the Union shall not be in good standing and the Union shall notify
the Employer in writing to that effect, the Employer shall immed-
ately notify the said employee of the receipt of such notice and the
said employee shall then have a period of seven (7) days after re-
ceiving such notice from the Employer within which to make arrange-
ments satisfactory to the Union for the restoration of his or her
good standing. The provisions of the paragraph directly above shall
not be invoked unless such arrangements have not been satisfactorily
made within the said seven (7) day period.

~~TO BE USED FOR BULK MATERIALS COMPANY AGREEMENTS~~
(PHILADELPHIA)

PROPOSED MODEL CLAUSE
for GREAT ATLANTIC & PACIFIC TEA CO. agreements

Subject: CHECKOFF

The Employer shall check off initiation fees and dues from all
members who authorize in writing such deductions, and shall remit
the same to the union.

(BALTIMORE)

PRESENT SITUATION: 3 contracts provide for checkoff (Baltimore,
Albany, Springfield)

Nat'l Whse. Div.
10/54

PROPOSED MODEL CLAUSE
for GREAT ATLANTIC & PACIFIC TEA CO. agreements

Subject: MANAGEMENT AUTHORITY

It is recognized that the well-being of both parties is directly dependent upon the skill and efficiency with which the business of the Employer is conducted, and that any assumption of the functions of the Management by representatives of the Union is contrary to the intent and purpose of the Agreement.

The authority and responsibility for the management of the business shall repose exclusively in the Employer and its appointed representatives, and the Union or its representatives shall not interfere with the exercise of such authority and responsibility.

(PHILADELPHIA)

Nat'l Whse. Div.
10/54

GREAT ATLANTIC & PACIFIC TEA CO. AGREEMENT
PROPOSED MODEL CLAUSE

PROPOSED CONTRACT CLAUSE
for GREAT ATLANTIC & PACIFIC TEA CO. agreements

Subject: SENIORITY only BASIS FOR LAYOFFS, RECALLS

Straight seniority shall prevail in each individual warehouse coming within the provisions of this agreement, particularly as to lay-offs and re-employment. Promotions, transfers from one job to another or from one department to another within the warehouse, or for assignments to overtime work, shall be conditioned upon the ability of the employee to perform the duties of the job to which seniority privileges may otherwise entitle him.

(PHILADELPHIA)

PRESENT SITUATION: 7 contracts provide that seniority is only basis for layoffs and recalls (Boston, Springfield, Albany, Syracuse, Altoona, Scranton, Richmond)

2 contracts allow employer to consider other factors than seniority in layoffs and recalls (E. Hartford, Baltimore)

4 contracts do not cover this matter specifically (Newark-Paterson, NYC where it was submitted to arbitration, Providence, Fairmont)

Nat'l Whse. Div.
10/54

PROPOSED MODEL CLAUSE
for GREAT ATLANTIC & PACIFIC TEA CO. agreements

Subject: DISMISSALS AND APPEALS

The Shop Committee, as hereinafter described shall be notified of all proposed dismissals at least twelve (12) hours before actual separation, except in the case of dismissals for cause, which may be made immediately upon notice to the Shop Committee.

The Union reserves the right to question and investigate any dismissal for cause. Where such cause upon joint reconsideration, is not justified, the dismissed employee shall be reinstated in his former position, or its equivalent, and paid for all time lost at his regular rate of pay. Appeal by the Union for reconsideration must be registered in writing with the Employer within seven (7) days following such dismissal. When just cause exists the Union shall not ask to have the dismissed employee reemployed. If the Union and the Employer fail to agree as to whether the cause is justified, the question shall be submitted to arbitration as provided in Section _____ of Article _____ hereof.

(PHILADELPHIA)

Nat'l Whse Div.
10/54

LOI CHEVY VILLEURIC & LYCIRIC JEW CO. #826664
ENCLOSED MODEL CLAUSE

PROPOSED MODEL CLAUSE
for GREAT ATLANTIC & PACIFIC TEA CO. agreements

Subject: SHOP COMMITTEE. STEWARDS

The Union shall appoint a Shop Committee of not more than four (4) members in any warehouse covered hereby. One (1) member of the said Shop Committee shall be designated by the Union to act as Shop Chairman or Steward....

The Shop Committee shall be the Union's representative(s) in the warehouse and in the case of a slack season they shall be the last employees to be laid off.

(PHILADELPHIA)

Nat'l Whse. Div.
10/54

PROPOSED MODEL CLAUSE
for GREAT ATLANTIC & PACIFIC TEA CO. agreements

Subject: UNION OFFICER LEAVE OF ABSENCE

Officers and delegates of the Union requiring temporary leave of absence on Union service shall be granted same upon reasonable notice, and shall, at the end of same, be guaranteed reemployment without loss of seniority at their former wage rate, plus any increase, or less any reduction that may have become effective during their absence.

(PHILADELPHIA)

Nat'l Whse. Div.
10/54

GREAT ATLANTIC & PACIFIC TEA CO. RELEASES
ENCLOSED MODEL CLAUSE

PROPOSED MODEL CLAUSE
for GREAT ATLANTIC & PACIFIC TEA CO. agreements

Subject: GRIEVANCE PROCEDURE

All questions arising under this Agreement shall be taken up in the first instance through the Shop Chairman or Steward or the Shop Committee and the Employer. In the event of a failure by the parties to settle the matter, the Business Representative of the Union shall be consulted and in the event of a failure by the Business Representative of the Union and the Employer to settle the matter it shall be arbitrated as provided in Section ____ of Article _____. All grievances to be considered as such shall be brought to the attention of the parties in writing within seven (7) days of their occurrence, extenuating circumstances excepted.

(PHILADELPHIA)

Nat'l Whse Div.
10/54

PROPOSED MODEL CLAUSE
for
GREAT ATLANTIC & PACIFIC TEA CO. Agreements

Subject: ARBITRATION

In the event of a failure by the Union and the Employer to settle any matter arising hereunder, after proper and reasonable opportunity, the same shall be referred within seven (7) days thereafter, by either party giving written notice to the other of its intention to do so, to an Arbitration Board of three (3) members, one (1) member of which shall be designated by the complaining party in its notice to the other, the second of which shall be selected by the other party within seven (7) days thereafter, with due notice thereof to the complaining party, those two, within seven (7) days thereafter, to select a third member, who shall be chairman. The Board shall meet within seven (7) days after its selection is completed and render a decision within two (2) weeks after its last official hearing. Decisions of the Arbitration Board shall be final and binding on both parties. Pending the decision of the Arbitration Board, the Union will not permit any strikes or interference with the regular routine of business. The cost of the third member shall be borne equally by the parties.

Nothing contained in this Agreement shall require or permit arbitration of a change in the terms of this Agreement. (PHILA.)

PROPOSED MODEL CLAUSE
for GREAT ATLANTIC & PACIFIC TEA CO., agreements relating to delivery of tea
and tea products.

**PROPOSED MODEL CLAUSE
for GREAT ATLANTIC & PACIFIC TEA CO. agreements**

Subject: INSPECTION PRIVILEGE

It is agreed that upon application to the Warehouse Superintendent in charge a union representative shall have access to the working establishment of the Company during working hours for the purpose of aiding in the settlement of disputes and to see that the provisions of this Agreement are being observed, provided that there shall be no interruption of, or interference with, the Employer's business.

(NEW YORK CITY)

Nat'l Whse. Div.
10/54

PROPOSED MODEL CLAUSE
for GREAT ATLANTIC & PACIFIC TEA CO. agreements

Subject: RATES ON TRANSFERS

Employees permanently transferred from one job to another, unless they are already receiving rates equivalent thereto, shall receive, in addition to their regular pay, the differential shown on Schedule (wage rates) between the rates for their regular job and for the job to which they are being permanently transferred; but employees working on a higher rated job for two (2) hours or more during any one day shall be paid at the higher rate for time worked. Employees who systematically and regularly do work of a higher classification for two (2) hours or more during any day shall be paid at the higher rate for time worked. Employees who systematically and regularly do work of a higher classification for two (2) hours or more in any one (1) week shall receive the pay for the higher rated job while doing such work. No employee shall refuse work to which he may be temporarily assigned.

(PHILADELPHIA)

NWD 10/54

PROPOSED MODEL CLAUSE
for GREAT ATLANTIC & PACIFIC TEA CO. agreements

Subject: REST PERIODS

All employees on each shift shall have a maximum total rest period of thirty (30) minutes which shall be counted as working time, in each work day.

(NEW YORK CITY)

PRESENT SITUATION:

- 1 contract covering N.Y.C. warehouses provides 30 min. per day
- 3 contracts provide two 15-minute rest periods per day
(Albany, Altoona, Pittsburgh)
- 1 contract provides two 10-minute rest periods per day
(Syracuse)
- 1 contract provides 15-minute rest period after 10 hours worked in day (Fairmont)

Nat'l Whse. Div.
Oct. 1954

PROPOSED MODEL CLAUSE
for GREAT ATLANTIC & PACIFIC TEA CO. agreements
Subject: EQUAL PAY FOR EQUAL WORK

Employees doing like work and having served like periods
of time in such work shall receive the same minimum rate of pay,
save where there is a distinction in point of experience in packaging
and/or manufacturing, or between male and female egg canders.

(PHILADELPHIA)

Present Situation: 1 contract has equal pay for equal work provision
(Phila.)

Nat'l Wage Div.
10/54

GREAT ATLANTIC & PACIFIC TEA CO. WAGE SCALE
ENCLOSURE NO. 1

**PROPOSED MODEL CLAUSE
for GREAT ATLANTIC & PACIFIC TEA CO. agreements**

Subject: REPORT TIME

Employees reporting at the hour designated for their
scheduled day's work shall be guaranteed eight (8) hours' work
for that day unless they shall have been notified the previous
day not to report the following day. Male employees ordered in
for Saturdays shall be guaranteed four (4) hours work. Extra
employees shall be guaranteed a minimum of eight (8) hours work
for each day worked.

(PHILADELPHIA)

**Nat'l Whse Div.
10/54**

PROPOSED MODEL CLAUSE
for GREAT ATLANTIC & PACIFIC TEA CO. agreements

Subject: QUALIFICATION FOR PAID HOLIDAYS

Straight time according to the regular work schedule of hours shall be paid for regular full-time employees for the above-mentioned holidays under the following conditions:

(a) To receive such holiday pay an employee must be at work on the working day preceding and following any such holiday, unless the employee is on vacation on either or both of said dates.

(b) The holiday pay shall be given to an employee who is prevented from working on the day after the holiday because of illness to himself, herself, his or her spouse, or his or her child, providing the illness is of such serious character as to require the employee to remain away from work, the serious character of the illness to be attested by a reputable physician.

(c) The holiday pay shall be paid to an employee who is unable to work on the day following a holiday as a result of a verified unavoidable accident which makes return to work impossible.

(PHILADELPHIA)

PROPOSED MODEL CLAUSES
for GREAT ATLANTIC & PACIFIC TEA CO. agreements

Subject: FUNERAL LEAVE

In the case of death of a member of the immediate family
of any employee, he or she shall have a reasonable time out from
work with pay, three days being considered a reasonable time.
Immediate family is to include only, mother or father, sister or
brother, husband or wife, son or daughter. Any unusual cases will
be given special consideration by the Employer.

(BOSTON)

PRESENT SITUATION: 5 contracts provide funeral leave (Boston,
Springfield, Albany, Altoona, Pittsburgh)

Nat'l Whse. Div.
10/54

PROPOSED MODEL CLAUSE
for GREAT ATLANTIC & PACIFIC TEA CO. agreements

Subject: JURY DUTY

An employee whose service in the capacity of a juror makes it impossible or impractical to work the hours necessary to earn the equivalent of forty (40) hours straight time pay in a regular work week, or the prescribed thirty-two (32) hours straight time pay in a holiday week, may make application to the Employer for the difference between jury duty pay received and normal weekly earnings as defined above. The Employer agrees to pay such amount upon presentation of due proof by the employee.

(BOSTON)

Nat'l Whse. Div.
10/54

EASTERN CONFERENCE OF TEAMSTERS

SUGGESTED CONTRACT CLAUSE

PICKETING CLAUSE

The following are suggested clauses for incorporation in all of your contracts. It is extremely important that some provision be included in your contract regarding the right to picket. The following clauses are arranged in order of their desirability; for example, Clause 1 provides the best protection for your members; Clause 2, the next best, and so on. By all means try to get at least one of these clauses into your contract, preferably Clause 1.

CLAUSE 1

It shall not be a violation of this contract and it shall not be cause for discharge if any employee or employees refuse to go through the picket line of a union or refuse to handle unfair goods. Nor shall the exercise of any rights permitted by law be a violation of this contract. The Union and its members, individually and collectively, reserve the right to refuse to handle goods from or to any firm, or truck which is engaged, or involved in any controversy with this or any other Union; and reserve the right to refuse to accept freight from, or to make pickups from, or deliveries to, establishments where picket lines, strikes, walkouts, or lockouts exist.

The term "unfair goods" as used in this article includes, but is not limited to, any goods or equipment transported, interchanged, handled, or used by any carrier, whether party to this Agreement or not, at whose terminal or terminals, or place or places of business, there is a controversy between such carrier or its employees on the one hand and a labor union on the other hand; and such goods or equipment shall continue to be "unfair" while being transported, handled or used by interchanging or succeeding carriers, whether parties to this agreement or not, until such controversy is settled.

The Union agrees that in the event the Employer becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement.

(N.B.) If the employer's lawyer objects to the wording of the above clause, you may point out that the language contained therein conforms with the decision in Rabouin v. N.L.R.B., 195 F (2nd) 906; and with Conway's Express, 87 N.L.R.B. 972, 195, Fed. (2nd) 906 (CA-2, 1952).

OR

CLAUSE 2

No employee covered by this Agreement shall be subject to disciplinary action by the Employer for refusing to cross a picket line approved by the Union. The employer agrees that it will not discipline any employee for refusing to handle merchandise made or delivered by non-union workers.

OR

CLAUSE 3

In case of a lock-out or a strike, of any Union, it shall not be considered a violation of this Agreement for any member of this Union to refuse to deliver goods where such controversy is going on. The Union will not call, sanction or enforce any sympathetic strike of its members, and the Employer shall not aid other employers in any fight that may be waged against the Union.

OR

CLAUSE 4

It shall not be a violation of this Agreement for the employees covered hereunder to refuse to cross a picket line and perform work in any instance where the picket line has been authorized by the Union picketing.

ADMINISTRATIVE FILE
Warehouse Division
■ A&P Teamsters Co
X _____

MINUTES

MEETING OF LOCALS WITH A & P WAREHOUSES
EASTERN CONFERENCE OF TEAMSTERS
WAREHOUSE DIVISION

October 20, 1954
Statler Hotel
Washington, D.C.

Chairman Edward Hartsough of the National Warehouse Division called the meeting to order. He called the roll of local unions, and copies of a survey on the A & P prepared by the national division were distributed to the delegates. He then called on Field Director Samuel Baron of the national division to present the proposals of the National Executive Committee of the National Warehouse Division.

PROPOSAL FOR A & P WAREHOUSE PROGRAM

Baron explained that A & P had been of special interest to the National Warehouse Division because it has nearly 50 warehouse locations all over the country, and that most of these are organized by IET locals. Since 17 of the organized warehouses are located in the Eastern Conference area, along with three unorganized warehouses, this matter has been taken up on several occasions with the Policy Committee of the Eastern Conference Warehouse Division, which decided to call today's meeting. The purpose of the meeting is to decide how much can be done, on a regional basis, to eliminate inequalities and obtain uniformity in agreements with A & P. He proposed that the procedure be: to examine the facts as contained in the books distributed to the delegates; to have discussion from the local unions concerned followed by a roll call on the program; to then set up a representative committee from the local unions whose job will be to meet further to draft a set of uniform contract proposals, using the best terms in present contracts plus any new proposals the committee decides on; the committee then to recommend further policy in regard to A & P for the participating local unions.

Baron then went over the contents of the survey, pointing out that contracts expire at varying times of the year, and that this would be a problem to be met by the smaller committee. He pointed out that there was a 90¢ spread in some wage rates for locals in the Eastern Conference area, and said that this was something that would have to be tackled over a period of time, so that the spread would be narrowed and eventually wiped out. He also called attention to the many fringe benefits, as well as such matters as seniority clauses, on which a uniform agreement would help most local unions.

Hartsough said that this program, as proposed, would be carried out under the direction of Chairman Thomas E. Flynn of the Eastern Conference. He asked whether Flynn had been consulted on the proposals made by Baron. Baron replied that the calling of the conference had been discussed with Flynn after the Biloxi meeting of the National Executive Committee of the National Warehouse Division by Director John Greeley of the Eastern Warehouse Division and himself.

PROPOSAL FOR A & P WAREHOUSE PROGRAM (cont'd)

Hartsough pointed out that there are advantages to be gained in any attempt at uniformity, but that there have been instances where some people have been hurt, and that is what we want to avoid here.

Frank Keane (Local 169, Philadelphia) said that as long as we follow the outline proposed by Sam Baron, and it is not compulsory, all of us should be in favor of it. He asked whether the company would fight the program. He also asked what cooperation can be depended on from the local unions, and said that very few outside of Pittsburgh and Philadelphia had come to the assistance of Richmond during the strike in that city last spring. He also asked if it was the intention that local unions negotiate their own contracts until such time as a common expiration date and a national agreement had been reached. The chief objective of the locals should be to make use of the statistics prepared by the research people, and to make sure that a local union is in a position to help any local that becomes involved in a long drawn out fight with the company.

Keane said that, if it will be possible to count on local unions, Local 169 will be for the program. He said Local 169 does not want anyone to come in and take over negotiations and tell them what to do.

Greeley said, in reply to Hartsough's question, that Flynn had approved the calling of the meeting, but that any program worked out at the meeting would be subject to his approval as Chairman of the Eastern Conference. He read an excerpt from the minutes of the last meeting of the Eastern Warehouse Division Policy Committee authorizing the calling of the conference of A & P locals for the purpose of developing a regional program working toward uniformity, and to organize the unorganized locations. He said that Flynn had approved the use of the National Warehouse Division's survey in connection with the meeting.

Hartsough said nothing can be lost if it is the will of the delegates here to go ahead and make this survey and see whether it's to the advantage of the delegate's local union.

Peter Rossano (Local 559, Hartford, Conn.) said there was no question but that the smaller units of A & P are going to need help. In the New England area, at least, the locals have learned to get uniformity in other industries, and we have learned that the larger union has to go along with such a program. He estimated that a program to obtain uniformity and eliminate the inequalities in wages for A & P would take a long time, that it had taken at least 8 years in the bakeries of the chain. He was in favor of starting the program, even though it may take a long time. His local wants to be able to negotiate its own contracts, but if all the locals are agreed and are honest with each other, and stick to the program, we should be able to get it throughout the conference. He is concerned that the locals with big A & P membership will be held down, even though this is not the intention of the program.

PROPOSAL FOR A & P WAREHOUSE PROGRAM (cont'd)

James Matoney (Local 635, Pittsburgh) pointed out that his local union had the highest rates for the A & P chain. His local is not afraid of the proposal for a common expiration date, and thinks it is necessary. He gave examples of how work now being done in Pittsburgh could easily be shifted to other, lower-rate locations by A & P if it really wanted to. The local is for the common expiration date, and for a uniformity of agreements, but it doesn't want anyone coming in and negotiating its contracts for the local.

Hartsough said that most locals would oppose outside negotiators because it would give local officers the feeling their jobs weren't safe.

Arthur Kilty (Local 829, Boston, Mass.) said that his local would favor a uniform termination date, but that they didn't intend to stand still while other locals caught up with their rates; that whenever he saw a chance to get more money for his people, he would take it.

Hartsough said that there was no intention here to bring the rates of the lowest up to the highest. The only thing that the program will do will be to reduce the 90¢ spread in rates. What we are trying to do here is to have the local union retain all autonomy and to create uniformity particularly as to company policy, to get a common expiration date, and things of that sort. A common expiration date could not be achieved before October 1956 at the earliest. You will find the vice-presidents of A & P resenting this move from their own standpoint.

Russell Brown (Local 322, Richmond, Va.) said his local was at the bottom of the wage structure. The local would be in favor of this program, and is especially interested in the part of the program that would get co-operation of all locals, and coordinate their efforts in the East.

Merle Lehman (Local 110, Johnstown, Pa.) reported that his local is about to sign an agreement with A & P in Altoona. He regretted that the survey had not been distributed in time for him to use it in negotiations. He listed some of the provisions of the new agreement, including an 8¢ increase in all rates. He said the local had willingly allowed a change in sick leave policy to provide no pay for the first three days' absence, because the company demonstrated it was only benefiting 19 out of 150 employees in the Altoona warehouse. His local is willing to go along with the program; he expressed the feeling that his local would be in favor of having someone connected with the project sit in on his negotiations in the future.

At this point in the meeting, the hotel notified the officers that the room must be vacated for a luncheon for the President of Liberia; arrangements were announced to resume the meeting at 2:30 PM in the same room.

PROPOSAL FOR A & P WAREHOUSE PROGRAM (cont'd)

Chairman Hartsough called for expressions of opinion on the program from any delegates who would be unable to return in the afternoon.

A delegate from Fairmont, W. Va. said that his local would be guided by whatever the Pittsburgh local decided to do. A delegate from Local 391 in Greensboro, N.C. said that they also would vote as Pittsburgh did.

When the meeting reconvened, Tony Morris (Local 251, Providence, R.I.) said that the warehouse in Rhode Island had been organized in 1944 with the help of the Boston local. Then, there was a 95¢ spread between wages in Rhode Island and Boston. Since the New England locals have coordinated their negotiations, the spread has been reduced from 95¢ to 5-3/4¢ in the current agreements. He favored the program and said that the New England locals will support it.

International Organizer Al Dietrich reported that the Buffalo warehouse, which is presently unorganized, has been called to the attention of the Joint Council in that city. The Council at its last meeting voted to place this on its agenda for organizing. He has asked Matoney of Pittsburgh to be of assistance if the Joint Council decided it needs outside help.

Dietrich reported that in Albany a petition has been filed with the NLRB by the former officers of Local 294, who were removed by the International union, requesting a representation election at the A & P warehouse. A two-year agreement with the company was entered into by the former officers on behalf of the local on April 30, 1953. During the hearing before the NLRB trial examiner, that official called attention of the participants to the union shop provision in the contract which he said was perhaps illegal. Dietrich pointed out that there is a possibility the contract will be set aside and an election held because of this and called it to the attention of other locals which may have the same clause (originally inserted at the request of the company). The Albany agreement provides: "All such employees (except office employees, watchmen, permanent salaried supervisors, and bakery employees) shall be members of the Union during the life of this Agreement. All vacancies shall be filled with members of the Union or with such other persons selected by the Employer who shall file applications and become members of the Union thirty days after date of their employment. The Union will furnish the Employer the date of such applications."

Dietrich recalled some of the history of relationships between the IBT and A & P and went into the question of how the very high rates in Pittsburgh had been achieved under the War Labor Board. At that time, it was agreed that Fairmont and Altoona would maintain a wage level 15¢ below the Pittsburgh rates. This was achieved over a three-year period. However, the fact that the Johnstown local has not been able to negotiate similar rates for American Stores has forced the rate at the Altoona A & P warehouse down so that they are now 52¢ under Pittsburgh. He said this pointed out the importance of both the A & P and the American Stores projects of the National Warehouse Division.

PROPOSAL FOR A & P WAREHOUSE PROGRAM (cont'd)

Dennis Crotty (Local 852, New York City) reported that it took 12 years to organize A & P in New York City. For the past year, Local 852 has had under contract 6000 employees, including 2000 doing warehousing. He said that achieving uniformity is going to take some time, and we will have to take area conditions into consideration. For instance, in New York, grocery warehouse wage rates have followed the pattern set by the drivers, and the warehousemen in New York City look forward to getting the same increases as the drivers have just won. The A & P program does not interfere with local autonomy. Nobody is being asked to hold back in negotiations. In New York City, the local will not hold back in its negotiations next June in order to get a uniform expiration date. We will go along with this program, but we have all had a lot of experience, and this is not something that is going to be accomplished over-night. He assured the smaller locals that the larger ones will work along with them in the program.

(Local 340, Portland, Me.) Hastings reported on the problems connected with organizing the warehouse in Portland. There is a long history of attempts to organize this warehouse. Each year A & P management sets its rates after the Teamsters have completed negotiations with First National Stores. Fringe benefits at A & P are better than at First National. There is a benefit association into which A & P employees pay 50¢ a week and in return get full pay during sickness. The local feels it has nothing to offer A & P employees in the area of wages, hours and conditions. It is possible that when the program for uniformity gets underway, in the future the local can interest them. He said the bakery is organized by the Bakery & Confectionery Workers.

Hartsough pointed out that all local unions dealing with A & P have had the problem caused by A & P management's attempts to keep control over employees in labor-management relations.

DiGuardo (Local 570, Baltimore, Md.) said that his local is in favor of the uniform contract and in favor of cooperation to help other locals. The Baltimore local has been able to negotiate common expiration dates for the three grocery chains that have warehouses in Baltimore. It is now April 1st.

International Organizer Morrissey spoke on the question of uniformity and said that this is something that has long since been tried and found to be very sensible in the warehouses in the New England states. We have come to recognize over a long period of time that if it is good for an individual to join a union, it is good for local unions to join with other local unions because in union there is strength. Some people are apprehensive over losing their autonomy, and by doing so they may lose an opportunity to acquire for their membership a consideration that might be a little better than something somebody else in another area may be able to obtain for their members. In New England, no local was required to stand still or to give up anything they had. He described the situation in the general freight field in New England where substantial uniformity has been obtained.

PROPOSAL FOR A S & P WAREHOUSE PROGRAM (cont'd)

Morrissey doesn't think the conference will have any difficulty in obtaining cooperation of the New England locals because of their experience. He endorsed the proposal that a small committee be set up to draw up the language covering the non-economic aspects of A & P contracts. He listed such questions as union shop, vacations, funeral leave, jury duty pay, as matters on which obtaining uniformity would make the local more attractive to the members. He also said great gains could be made by having health and welfare programs administered by the local unions. He thought an understanding could be worked out with the company for escalator clauses to eliminate the wage spread over probably a five-year period.

Robert Smith of the Buffalo Joint Council and Local 264 said that after 16 or 17 years of inactivity the Joint Council in that city was recently re-organized. The number one item on their agenda will be organizing the A & P warehouse. The drivers for A & P contract carriers are already members of the Teamsters. The Joint Council believes that they can do the job without outside help, and they are not agreeing to have organizers come in. He can not speak for the Buffalo people in any poll that is taken on the program.

POLL OF LOCALS

Hartsough said that it is not the intention of the program to go into any area without the consent of the local unions involved. The only purpose will be to help where the local requests help, and the program proposed only applies to groups presently organized. He called for an expression, for or against the program as outlined, by each local union.

Local 929 representing the Philadelphia A & P drivers requested to go on record in favor of the program.

Chairman Hartsough declared that the program had been unanimously approved by the delegates present.

COMMITTEE

Moved by Rossanno, seconded and passed by voice vote to establish a sub-committee to study the various contracts and make recommendations on what should be in uniform clauses for future negotiations.

It was agreed to have an eight-member committee including Acting Director H. J. Gibbons of the National Warehouse Division and Director John Greeley of the Eastern Conference Warehouse Division as ex officio members. This committee is to have power to add to its number as it finds it necessary in the future. The following members were named:

| | |
|------------------|---------------------------------|
| Jerome McCarthy | - Local 829 - Boston, Mass. |
| Dennis Crotty | - Local 852 - New York City |
| Fred Maggio | - Local 317 - Syracuse, N.Y. |
| Frank Keane | - Local 169 - Philadelphia, Pa. |
| James Matoney | - Local 635 - Pittsburgh, Pa. |
| Charles DiGuardo | - Local 570 - Baltimore, Md. |

Moved by DiGuardo, seconded and passed that Frank Keane be named chairman of the sub-committee.

Rossanno pointed out that he was going into negotiations soon and would like to urge the committee to keep this in mind.

Lehman said that the Johnstown local was holding up signing its contract until it obtained the picket-line clause recommended by Eastern Conference.

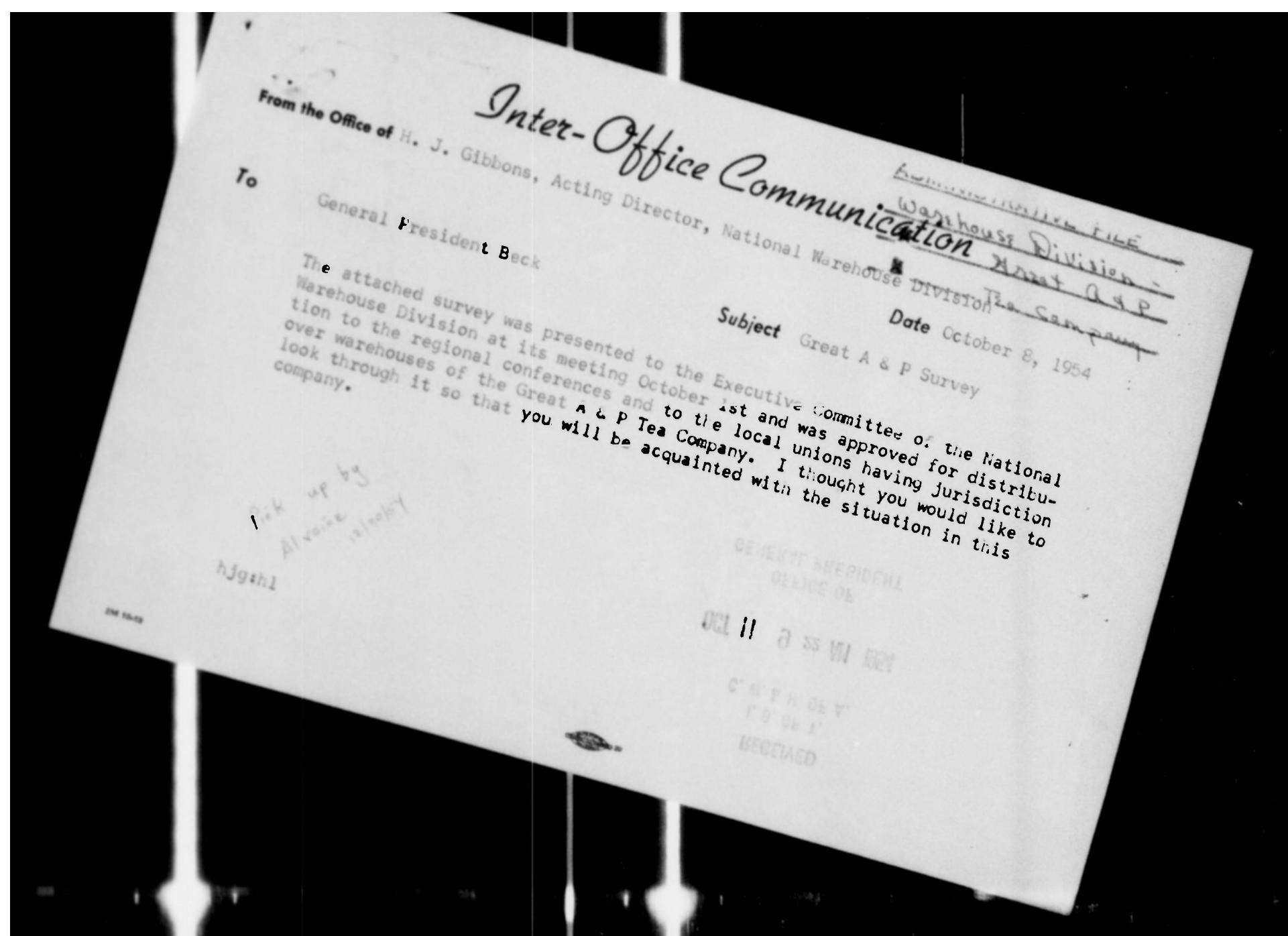
Baron suggested that all local unions go ahead with current negotiations without reference to the committee. He suggested using the information in the survey to assist them in current negotiations.

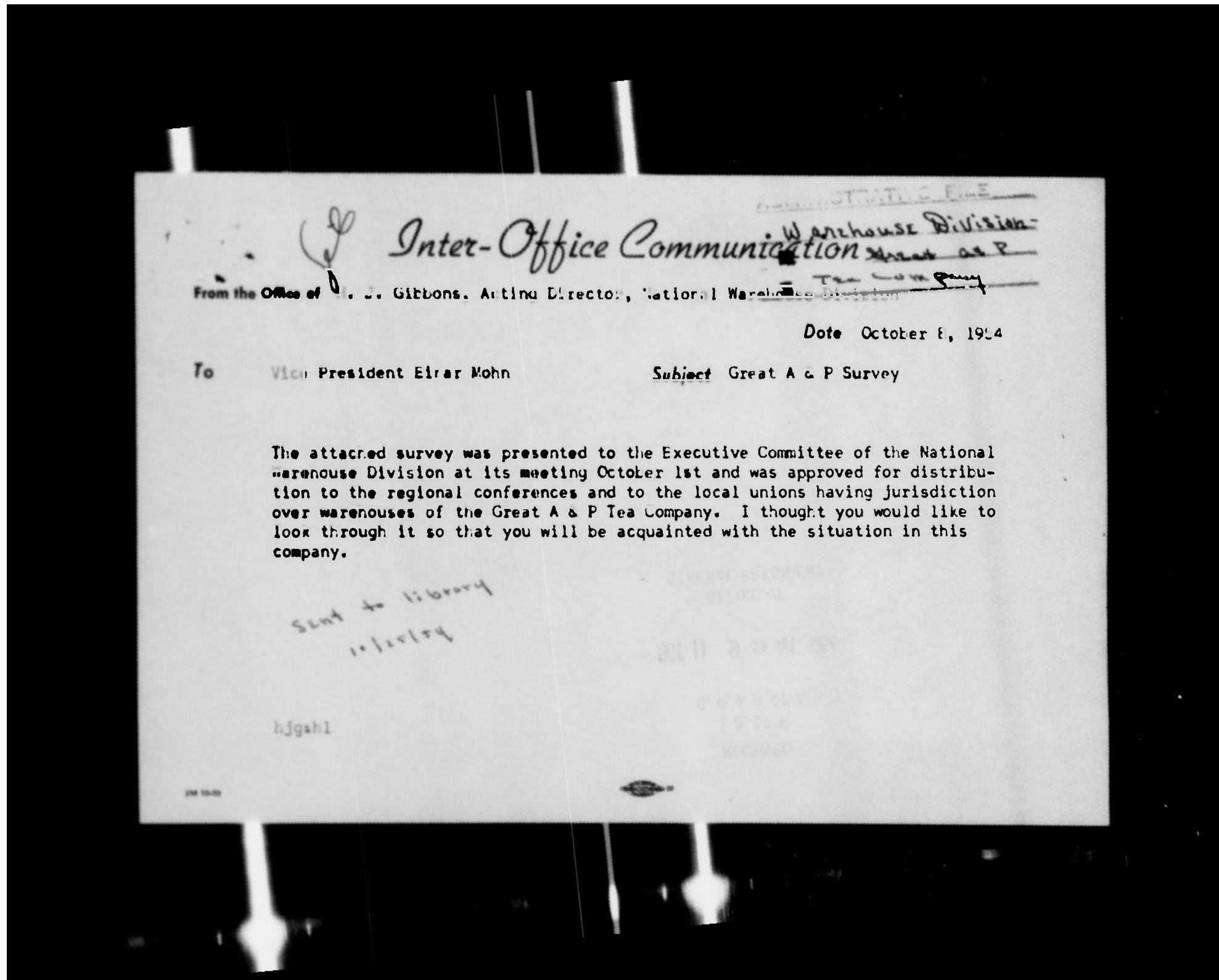
Keane expressed thanks for the honor done him and pledged that he will do everything in his power to make the project a success.

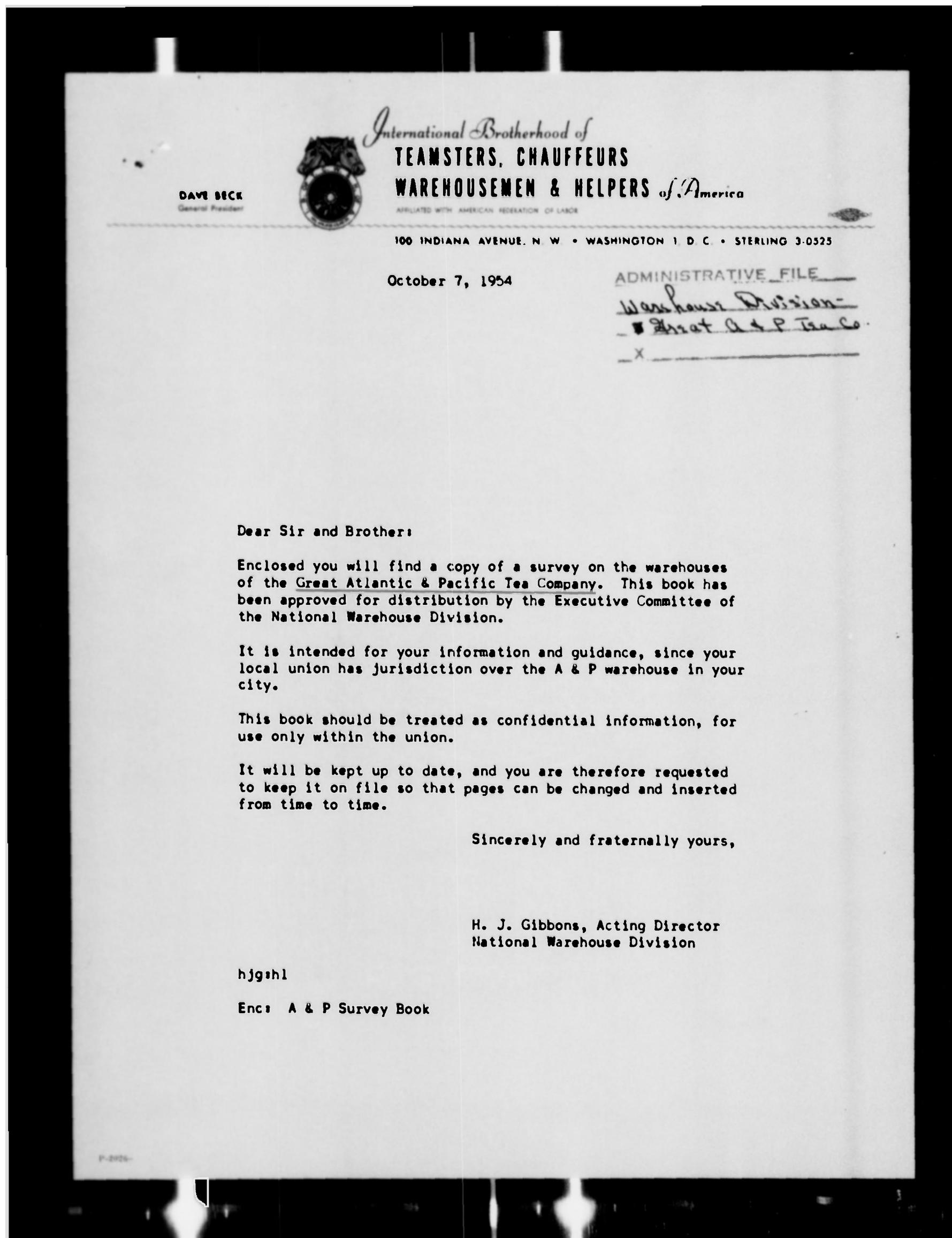
Greeley said that the meeting had been a project of the Eastern Conference. Representatives of the National Warehouse Division have been present at the invitation of the Eastern Conference, and he expressed thanks for their aid and support. Requests for model clauses for use in negotiations should be addressed to the Eastern Conference. He expressed hope that the conference initiated by the National Warehouse Division's Executive Committee with General President Beck, and thru him with the area conference heads, might make the relationship between the divisions and conferences clearer.

Hartsough thanked Chairman Crotty of the Eastern Conference Warehouse Division for allowing him to conduct the meeting and declared the session adjourned. At a brief meeting of the sub-committee immediately following the conference, it was decided to meet on October 28th at 10:00 AM at 100 Indiana Avenue, N.W., Washington, D.C.

W45-150
10/26/54







TRADE DIVISION

Warehouse-Great
A & P Tea Co.
X

INFORMATION
ON
EXTENT OF ORGANIZATION
AND
CONTRACT PROVISIONS

THE GREAT ATLANTIC & PACIFIC TEA COMPANY

AUGUST, 1954

This is copy No. —

Distributed as a service to warehouse local unions by:

NATIONAL WAREHOUSE DIVISION
INT'L BROTHERHOOD OF TEAMSTERS, CHAUFFEURS
WAREHOUSEMEN AND HELPERS
100 Indiana Avenue, N.W., Washington 1, D.C.

H. J. GIBBONS, ACTING DIRECTOR

W33-135

8/54

SURVEY OF

THE GREAT ATLANTIC & PACIFIC TEA COMPANY

This survey has been approved by the Executive Committee of the National Warehouse Division of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers.

It is distributed to those local unions having jurisdiction over the warehouses of this company.

It is intended to assist these local unions in organizing the unorganized warehouses, and in negotiations for improvements in the agreements analyzed in this survey.

H. J. Gibbons, Acting Director
National Warehouse Division
Int'l Brotherhood of Teamsters,
Chauffeurs, Warehousemen & Helpers
100 Indiana Avenue, N.W.
Washington 1, D.C.

October, 1954

THE GREAT ATLANTIC & PACIFIC TEA COMPANY

BACKGROUND ON COMPANY

A & P is the largest grocery chain in the United States. Its 1953 sales were \$3,969 million -- followed by Safeway's \$1,751 million and Kroger's \$1,058 million for that year.

This company has been helped to maintain its top position in grocery retailing because it operates subsidiaries that can nearly dominate the wholesale food market. A & P-owned subsidiaries include: Atlantic Commission Co., the world's largest purchaser of fresh fruits and vegetables; American Coffee Corp., the world's largest coffee purchaser; and others engaged in production of canned salmon, condensed and evaporated milk, and many other food products sold in the A & P stores. The Department of Justice has obtained a consent order, under the anti-trust laws, that will have the effect of 1) "dissolving" Atlantic Commission, and 2) stopping special pricing practices of A & P subsidiaries that favor the A & P retail business over other retail grocery companies that buy from the A & P subsidiaries. Economists familiar with the suit say the decree will have no noticeable effect on the company's earnings.

A & P grew out of a business in the New York-New Jersey area started in 1858. It now has about 4500 stores throughout the United States and Canada, and 41 major warehousing centers in 25 states.

Officers of A & P's parent company are: George L. Hartford, Chairman; Ralph W. Burger, Pres. & Sec'y; J. D. Ehr Gott, Treas.; and Directors: O. C. Adams, J. J. Byrne, W. M. Byrnes, J. M. Toolin, W. F. Leach.

A & P's sales have risen each year since the end of World War II, though net income has fluctuated because of changes in tax levies and large amounts set aside by the company for depreciation in several years. The A & P consolidated income account shows:-

| | Year Ending Feb. 28- | |
|-------------------------------------------------|----------------------|-----------------|
| | 1954 | 1953 |
| Sales | \$3,989,103,161 | \$3,755,687,313 |
| Net before Depreciation & Federal Income Tax | 79,562,221 | 76,412,166 |
| Depreciation | 9,866,415 | 9,344,528 |
| Federal Tax on Income | 39,300,000 | 37,850,000 |
| Net Income | 30,395,806 | 29,217,638 |

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THE GREAT ATLANTIC & PACIFIC TEA COMPANY

BACKGROUND ON COMPANY(Cont'd)

The A & P consolidated balance sheet shows:-

| | 1954 | 1953 |
|---------------------------------|--------------------|--------------------|
| ASSETS: | | |
| Land & buildings | \$ 4,082,039 | \$ 4,214,757 |
| Equipment & fixtures | 106,949,526 | 104,863,396 |
| Goodwill | 1 | 1 |
| Deferred charges | 9,906,350 | 9,523,025 |
| CURRENT ASSETS: | | |
| Cash | 128,410,471 | 123,279,999 |
| U.S. Govt. securities | 11,800 | 11,800 |
| Other securities | 5,500 | 5,500 |
| Accounts receivable | 7,728,983 | 7,021,420 |
| Merchandise | 213,267,636 | 198,278,662 |
| Total Current Assets | 349,424,390 | 328,597,381 |
| TOTAL ASSETS | 470,362,306 | 447,198,560 |
| LIABILITIES: | | |
| 7% 1st preferred (par \$100) | 25,926,200 | 25,926,200 |
| Common stock | 36,306,100 | 36,306,100 |
| Subscribed preferred stock | 10,000 | 10,000 |
| Reserve for self ins. | 3,547,566 | 3,196,533 |
| Other reserve | 709,730 | 1,355,103 |
| Surplus | 239,922,063 | 225,524,380 |
| CURRENT LIABILITIES: | | |
| Accounts payable | 124,820,134 | 117,356,275 |
| Tax reserve | 39,120,513 | 37,523,969 |
| Total Current Liabilities | 163,940,647 | 154,880,244 |
| TOTAL LIABILITIES | 470,362,306 | 447,198,560 |
| NET WORKING CAPITAL | 185,483,743 | 173,717,137 |

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THE GREAT ATLANTIC & PACIFIC TEA COMPANY

EXTENT OF TEAMSTER WAREHOUSE ORGANIZATION

There are 41 A & P warehouse locations.

30 of these warehouses are organized by IBT.

8 of these warehouses are unorganized.

2 of these warehouses are organized by CIO. (Birmingham, Ala.
and Atlanta, Ga.)

1 of these warehouses is organized by independent union. (Chicago)

(In one non-IBT location, Atlanta, the contract drivers for the
A & P warehouse are organized by IBT.)

There are 6000 warehouse employees covered by IBT contracts.

There are 250 warehouse employees covered by CIO contracts and independent
union contracts.

There are 1200 warehouse employees unorganized.

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THE GREAT ATLANTIC & PACIFIC TEA COMPANY

A & P WAREHOUSES ORGANIZED BY IBT

The 30 warehouses organized by IBT are located as follows:-

| | | |
|--------------------------------------|-----------|--------------|
| Los Angeles, Calif. | Local 595 | 19 employees |
| E. Hartford, Conn. | Local 559 | 108 " |
| E. St. Louis, Ill. | Local 729 | 165 " |
| Indianapolis, Ind. | Local 233 | 80 " |
| Louisville, Ky. | Local 89 | 120 " |
| Baltimore, Md. | Local 570 | 241 " |
| Boston (Somerville) Mass. | Local 829 | 175 " |
| Springfield, Mass. | Local 404 | 74 " |
| Detroit, Mich. | Local 337 | 300 " |
| Grand Rapids, Mich. | Local 406 | 116 " |
| Minneapolis, Minn. (H.Brooks Co.) | Local 544 | |
| Kansas City, Mo. | Local 955 | 114 " |
| Newark & Paterson, N.J. | Local 863 | 500 " |
| Albany (Colonie) N.Y. | Local 294 | 200 " |
| Bronx & Manhattan, N.Y. | Local 852 | 1190 " |
| Syracuse, N.Y. | Local 317 | 80 " |
| Cleveland, Ohio | Local 197 | 150 " |
| Columbus, Ohio | Local 413 | 100 " |
| Toledo, Ohio | Local 22 | 163 " |
| Youngstown, Ohio | Local 377 | 100 " |
| Altoona, Pa. | Local 110 | 150 " |
| Philadelphia, Pa. | Local 169 | 355 " |
| Pittsburgh, Pa. | Local 635 | 450 " |
| Scranton, Pa. | Local 229 | 175 " |
| Providence, R.I. | Local 251 | 160 " |
| Richmond, Va. | Local 322 | 175 " |
| Fairmont, W.Va. | Local 789 | 75 " |
| Milwaukee, Wis. | Local 200 | 195 " |

REGIONAL CONFERENCES and A & P WAREHOUSE LOCATIONS

Of the 30 warehouses organized by IBT

17 are in the Eastern Conference of Teamsters territory. (E.Hartford, Baltimore, Boston, Springfield, Newark, Paterson, Albany, Bronx, Manhattan, Syracuse, Altoona, Philadelphia, Pittsburgh, Scranton, Providence, Richmond, Fairmont)

12 are in the Central States Conference of Teamsters territory. (E.St. Louis, Indianapolis, Louisville, Detroit, Grand Rapids, Minneapolis, Kansas City, Cleveland, Columbus, Toledo, Youngstown, Milwaukee)

1 is in the Western Conference of Teamster territory. (Los Angeles)

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UNORGANIZED WAREHOUSES

The 8 unorganized warehouses are in:-

Jacksonville, Florida
New Orleans, Louisiana
Portland, Maine
Buffalo, New York
Charlotte, N. Carolina
Cincinnati, Ohio
Dallas, Texas
Houston, Texas

Regional conferences concerned are:-

Southern - 4 unorganized warehouses
Eastern - 3 unorganized warehouses
Central - 1 unorganized warehouse

WAREHOUSES ORGANIZED BY OTHER UNIONS

The 3 warehouses organized by other unions are:
Birmingham, Ala. and Atlanta, Ga. - organized by CIO
Chicago, Ill. - organized by an independent local union

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THE GREAT ATLANTIC & PACIFIC TEA COMPANY

CONTRACT EXPIRATION DATES

| <u>Month</u> | <u>Day</u> | <u>Year</u> | <u>City</u> |
|--------------|------------|-------------|-----------------------------------|
| September | 26 | 1954 | Kansas City, Mo. |
| October | 1 | 1954 | Altoona, Penna. |
| October | 1 | 1954 | Pittsburgh, Penna. |
| October | 1 | 1954 | Fairmont, W. Va. |
| October | 18 | 1954 | Columbus, Ohio |
| October | 30 | 1954 | Milwaukee, Wis. |
| November | 2 | 1954 | E. Hartford, Conn. |
| December | 3 | 1954 | Birmingham, Ala. (CIO) |
| February | 12 | 1955 | Scranton, Penna. |
| February | 12 | 1955 | Richmond, Va. |
| February | 28 | 1955 | Springfield, Mass. |
| February | 28 | 1955 | Philadelphia, Penna. |
| April | 1 | 1955 | Cleveland, Ohio |
| April | 2 | 1955 | Baltimore, Md. |
| April | 9 | 1955 | Grand Rapids, Mich. |
| April | 30 | 1955 | Albany, N. Y. |
| April | 30 | 1955 | Syracuse, N. Y. |
| May | 31 | 1955 | Minneapolis, Minn. |
| June | 19 | 1955 | New York City (Bronx & Manhattan) |
| July | 3 | 1955 | E. St. Louis, Ill. |
| August | 20 | 1955 | Detroit, Mich. |
| September | 4 | 1955 | Los Angeles, Calif. |
| September | 15 | 1955 | Newark, N. J. |
| September | 15 | 1955 | Paterson, N. J. |
| January | 1 | 1956 | Youngstown, Ohio |
| February | 29 | 1956 | Providence, R. I. |
| April | 1 | 1956 | Boston, Mass. |
| July | 17 | 1956 | Toledo, Ohio |
| July | 31 | 1956 | Louisville, Ky. |
| August | 14 | 1956 | Indianapolis, Ind. |

CONTRACT DURATION

13 contracts are for two years (8 of these provide wage reopening at end of first year and 1 provides reopening on wages and welfare)

13 contracts are for one year

2 contracts are for 3 years (Detroit provides automatic increase annually, and quarterly cost-of-living adjustment; Grand Rapids provides automatic increase annually, and semi-annual cost-of-living adjustment)

1 contract is for one year and four months (Altoona)

1 contract is for five years (Provides reopening on wages and vacations each year - Los Angeles)

1 contract is for 2½ years (Youngstown)

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THE GREAT ATLANTIC & PACIFIC TEA COMPANY

CONTRACT EXPIRATION DATES - BY MONTH

| | | | |
|-----------|----|------|------------------------|
| January | 1 | 1956 | Youngstown, Ohio |
| February | 12 | 1955 | Richmond, Va. |
| February | 12 | 1955 | Scranton, Pa. |
| February | 29 | 1956 | Providence, R.I. |
| February | 28 | 1955 | Springfield, Mass. |
| February | 28 | 1955 | Philadelphia, Pa. |
| April | 1 | 1956 | Boston, Mass. |
| April | 1 | 1955 | Cleveland, Ohio |
| April | 2 | 1955 | Baltimore, Md. |
| April | 9 | 1955 | Grand Rapids, Mich. |
| April | 30 | 1955 | Albany, N.Y. |
| April | 30 | 1955 | Syracuse, N.Y. |
| May | 31 | 1955 | Minneapolis, Minn. |
| June | 19 | 1955 | New York City |
| July | 3 | 1955 | E. St. Louis, Ill. |
| July | 17 | 1956 | Toledo, Ohio |
| July | 31 | 1956 | Louisville, Ky. |
| August | 14 | 1956 | Indianapolis, Ind. |
| August | 20 | 1955 | Detroit, Mich. |
| September | 4 | 1955 | Los Angeles, Calif. |
| September | 15 | 1955 | Newark, N.J. |
| September | 15 | 1955 | Paterson, N.J. |
| September | 26 | 1954 | Kansas City, Mo. |
| October | 1 | 1954 | Fairmont, W. Va. |
| October | 1 | 1954 | Altoona, Pa. |
| October | 1 | 1954 | Pittsburgh, Pa. |
| October | 18 | 1954 | Columbus, Ohio |
| October | 30 | 1954 | Milwaukee, Wis. |
| November | 2 | 1954 | E. Hartford, Conn. |
| December | 31 | 1954 | Birmingham, Ala. (CIO) |

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THE GREAT ATLANTIC & PACIFIC TEA COMPANY

SHOP CONDITIONS

Out of 31 contracts,

29 have union shop provision

1 provides union shop if state "right to work" law is ruled unconstitutional (Birmingham)

1 has open shop (Richmond)

26 have no checkoff provision

5 have checkoff (Baltimore, Springfield, Kansas City, Albany, Toledo)

PICKET LINE PROVISIONS

Out of 31 contracts,

18 allow employees to observe picket line (E. St. Louis, Indianapolis, Louisville, Grand Rapids, Minneapolis, Kansas City, Newark, Paterson, Bronx, Manhattan, Syracuse, Cleveland, Columbus, Youngstown, Altoona, Pittsburgh, Scranton, Milwaukee)

3 do not allow employees to engage in any type of work stoppage (Boston, Philadelphia, Providence)

1 does not allow employees to observe picket line but does have hot cargo provision (Albany)

9 have no mention of picket line (Birmingham, Los Angeles, E. Hartford, Baltimore, Springfield, Detroit, Toledo, Richmond, Fairmont)

Out of 18 with picket line provisions,

6 require employer be notified first (Louisville, Newark, Paterson, Youngstown, Altoona, Pittsburgh)

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THE GREAT ATLANTIC & PACIFIC TEA COMPANY

GRIEVANCE AND ARBITRATION PROVISIONS IN WAREHOUSE CONTRACTS

10 contracts do not outline grievance procedure

Out of 21 contracts that do outline grievance procedure,

6 allow individual to process first step
of grievance without union representative
(Birmingham, Indianapolis, Louisville,
Detroit, Grand Rapids, Kansas City)

27 contracts outline arbitration procedure.

14 contracts specifically state that certain discharges are
subject to grievance or arbitration procedure.

19 contracts state that costs of third arbitrator are to be
shared 50-50.

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| THE GREAT ATLANTIC & PACIFIC TEA COMPANY | | CONTRACT ANALYSIS -- HOURLY RATES IN WAREHOUSES | | | | | | | AUGUST 1954 |
|------------------------------------------|----------------------------------------|-------------------------------------------------|--------------------|-------------------|---------|----------|----------------------|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| LOCAL # | INSPECTOR | FORK OR LIFT TRUCK OPERATOR | RECEIVING CLERK | SHIPPING CLERK | CHECKER | SELECTOR | ELEVATOR OPERATOR | WARE- HOUSEMAN | FEMALE CLASSIFICATIONS |
| CIO 261 <u>Birmingham, Ala.</u> | | | | | 1.525 | 1.45 | 1.45 | | |
| 595 (1) <u>Los Angeles, Cal.</u> | 2.0325 | 1.9575 | 1.9575 | 1.9575 | | 1.9075 | 1.9075 | 1.675 after 3 months | |
| 559 (2) <u>E. Hartford, Conn.</u> | 1.8175 | 1.8675 | | | 1.7675 | | 1.6875 | 1.3275 floor commodity checkers, 1.2775 general coffee ma | |
| 729 <u>E. St. Louis, Ill.</u> | | | | | 1.945 | 1.845 | | 1.645 | 1.345 general |
| 233 (3) <u>Indianapolis, Ind.</u> | | | | | 1.90 | 1.90 | 1.90 | 1.82 | 1.49 machine operators, selectors skilled egg candlers 1.44 repack, cig. stampers, laundr 1.39 cafeteria, all other f. helo |
| 89 <u>Louisville, Ky.</u> | | | | | 1.90 | 1.90 | 1.90 | 1.80 | 1.48 |
| 570 <u>Baltimore, Md.</u> | 1.685 | 1.835 | 1.835 | 1.81 | 1.685 | | 1.635 | 1.44 general; 1.455 shipping asst | |
| 829 <u>Boston, Mass.</u> | hi-lift 1.8725 lo-lift 1.8225 | | 1.8725 | | 1.8725 | 1.8225 | 1.7725 | | 1.2195 egg, coffee, cello packers 1.3195 selectors, egg candlers after 1000 hours |
| 404 (2) <u>Springfield, Mass.</u> | 1.7925 | | 1.7925 | 1.7925 | 1.7925 | 1.6925 | | 1.645 | 1.2225 |
| 337 (4) <u>Detroit, Mich.</u> | | | | | 2.00 | 1.91 | | 1.795 | 1.835 egg dept. forelady 1.725 skilled egg candler 1.605 misc. semi-skilled 1.555 other |
| 406 (5) <u>Gr. Rapids, Mich.</u> | | | | | 1.80 | | 1.72 | 1.59 | 1.41 |
| 544 <u>Minneapolis, Minn.</u> | | | | 1.92 | 1.87 | | | 1.76 | |
| 955 <u>Kansas City, Mo.</u> | 1.985 | 1.915 | 1.985 | 1.985 | 1.985 | 1.865 | 1.865 | 1.805 | 1.415 produce repack. dept. |
| 863 - Newark & <u>Paterson, N. J.</u> | | 1.935 | | | | 1.935 | 1.935 | 1.835 | 1.485 candlers (after 18 mos.) 1.385 prepack (after 1 year) |

| LOCAL # | INSPECTOR | FOOT/LIFT TRUCK OPS. | RECEIVING CLERK | SHIPPING CLERK | CHECKER | SELECTOR | ELEVATOR OPERATOR | MARE-HOUSEMAN | FEMALE CLASSIFICATIONS |
|-----------------------------------|-----------|----------------------|-----------------|----------------|---------|----------|-------------------|---------------|---------------------------------------------------------------------------------------------------------------------------------|
| 294 Albany, N. Y. | 1.91 | 1.86 | 1.91 | 1.91 | 1.91 | 1.81 | | 1.76 | 1.485 supply dept. asst. 1.385 candlemas 1.36 manl. whse. |
| 832 (6) Bronx, Manhattan, N.Y. | | 2.16 | | | 2.16 | 2.06 | 2.06 | 1.96 | 1.535 candlemas, packers (after 18 1.635 asst. foreladies mos. 1.57 genl. whse., empties opr., rebagging and repacking |
| 317 Syracuse, N. Y. | | | | | | | | 1.76 | |
| 197 Cleveland, Ohio | | | | | | | | 1.80 | 1.47 after 90 days |
| 813 Columbus, Ohio | | | | | | | | 1.70 | 1.42 after 3 months |
| 22 (7) Toledo, Ohio | 2.05 | | 2.05 | 2.05 | | 1.92 | 1.92 | 1.87 | 1.51 |
| 377 Youngstown, O. | 2.12 | 2.07 | | | | 2.02 | | 1.92 | 1.53 |
| 110 Altoona, Pa. | 1.87 | | | | 1.82 | 1.77 | 1.77 | 1.67 | |
| 169 Philadelphia, Pa. | | 1.75 | 1.80 | | 1.80 | | 1.70 | 1.65 | 1.3625 genl. labor (after 1 year) 1.48 clerk (after 1 year) 1.4625 egg candler (after 2 years) |
| 635 Pittsburgh, Pa. | | | 2.44 | | 2.365 | 2.29 | 2.29 | 2.24 | 1.79 produce; 1.875 cig. & egg room 1.93 matron, shipping office, and cigarette inventory |
| 229 Scranton, Pa. | | 1.62 | 1.62 | 1.62 | 1.62 | | | 1.57 | 1.17 genl.; 1.22 egg dept. |
| 251 Providence, R.I. | 1.93 | 1.88 | 1.93 | | 1.93 | 1.78 | | 1.73 | 1.28 grocery selector 1.25 general |
| 322 Richmond, Va. | | 1.5375 | 1.75 | 1.75 | 1.5625 | 1.4875 | | 1.425 | 1.30 |
| 789 Fairmont, W.Va. | 2.215 | 2.215 | 2.29 | | | 2.14 | | 2.09 | 1.64 general 1.725 candlers & clg. |
| 200 Milwaukee, Wis. | 2.185 | 2.135 | 2.185 | | 2.185 | 2.035 | 2.035 | 1.885 | 1.80 to 1.65 potato repack. 1.525 tomato repack. 1.475 other |

FOOTNOTES: (1) Wage reopening each September
(2) Rates apply after 2 years service
(3) Rates go up 5¢ for males and 2¢ for females on 8/14/55
(4) Quarterly cost-of-living revision
(5) Subject to cost-of-living revision on 10/1/54
(6) Rates apply to employees on payroll before 6/14/53
(7) Rates go up 5¢ on 7/17/55

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THE GREAT ATLANTIC & PACIFIC TEA COMPANY

CONTRACT WAGE RATES FOR WAREHOUSEMEN

| | |
|------------------------|--------|
| Pittsburgh, Pa. | \$2.24 |
| Fairmont, W. Va. | 2.09 |
| New York, N. Y. | 1.96 |
| Youngstown, Ohio | 1.92 |
| Los Angeles, Calif. | 1.9075 |
| Milwaukee, Wis. | 1.885 |
| Toledo, Ohio | 1.86 |
| Newark, Paterson, N.J. | 1.835 |
| Indianapolis, Ind. | 1.82 |
| Kansas City, Mo. | 1.805 |
| Louisville, Ky. | 1.80 |
| Cleveland, Ohio | 1.80 |
| Detroit, Mich. | 1.795 |
| Syracuse, N. Y. | 1.76 |
| Albany, N. Y. | 1.76 |
| Minneapolis, Minn. | 1.76 |
| Providence, R. I. | 1.73 |
| Columbus, Ohio | 1.70 |
| E.Hartford, Conn. | 1.6875 |
| Altoona, Pa. | 1.67 |
| Philadelphia, Pa. | 1.65 |
| E.St.Louis, Ill. | 1.645 |
| Springfield, Mass. | 1.645 |
| Baltimore, Md. | 1.635 |
| Grand Rapids, Mich. | 1.59 |
| Scranton, Pa. | 1.57 |
| Richmond, Va. | 1.425 |

The warehouses where there is no such classification are:

Birmingham, Ala. (rates for other jobs are from \$1.55 to \$1.05)
Boston, Mass. (rates for other jobs are from \$1.8825 to \$1.6925)

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THE GREAT ATLANTIC & PACIFIC TEA COMPANY

PREMIUM WAGE RATES IN CONTRACTS

1 contract provides 12 $\frac{1}{2}$ t premium for night shift work (Philadelphia)
16 contracts provide 10t premium for night shift work (Los Angeles, Louisville, Baltimore, Boston, Springfield, Detroit, Albany, Columbus, Youngstown, Altoona, Pittsburgh, Scranton, Providence, Richmond, Fairmont, Milwaukee)
2 contracts provide 7 $\frac{1}{2}$ t for night shift work (Newark, Paterson)
1 contract provides 7t for night shift work (Syracuse)
7 contracts provide 5t for night shift work (E. Hartford, E. St. Louis, Indianapolis, Grand Rapids, Minneapolis, Cleveland, Providence)

11 contracts provide 15 rate for work on 6th day (Los Angeles, E. Hartford, E. St. Louis, Indianapolis, Louisville, Springfield, Newark, Paterson, Albany, Bronx, Manhattan)

1 contract provides 15 rate for work on 7th day (Los Angeles)
18 contracts provide double rate for work on 7th day (Birmingham, E. Hartford, E. St. Louis, Indianapolis, Louisville, Boston, Detroit, Grand Rapids, Albany, Syracuse, Cleveland, Columbus, Youngstown, Altoona, Pittsburgh, Scranton, Providence, Fairmont)

2 contracts provide for 15 rate for work on Saturday (Albany, Milwaukee)

3 contracts provide for 15 rate for work on Sunday (Birmingham, Detroit, Youngstown)
5 contracts provide for double rate for work on Sunday (Baltimore, Minneapolis, Albany, Philadelphia, Richmond)

9 contracts provide for 15 rate for work on holidays (E. Hartford, Springfield, Syracuse, Cleveland, Youngstown, Altoona, Pittsburgh, Providence, Fairmont)
6 contracts provide for double rate for work on holidays (Los Angeles, Baltimore, Minneapolis, Albany, Bronx, Manhattan)
11 contracts provide for straight time plus 15 rate for work on holidays (E. St. Louis, Indianapolis, Louisville, Boston, Detroit, Grand Rapids, Newark, Paterson, Columbus, Toledo, Richmond)
1 contract provides for straight time plus double time for work on holidays (Milwaukee)

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THE GREAT ATLANTIC & PACIFIC TEA COMPANY

PAID NON-PRODUCTIVE TIME PROVISIONS IN WAREHOUSE CONTRACTS

FUNERAL LEAVE

7 contracts provide for paid funeral leave (Boston, Springfield, Albany, Toledo, Youngstown, Altoona, Pittsburgh)

JURY DUTY

3 contracts provide for paid jury duty leave (Boston, Albany, Youngstown)

REST PERIODS

4 contracts provide two 15-minute rest periods daily (Louisville, Albany, Altoona, Pittsburgh)

3 contracts provide two 15-minute rest periods daily for women only (Indianapolis, Detroit, Grand Rapids)

3 contracts provide two 10-minute paid rest periods daily (Syracuse, Cleveland, Youngstown)

2 contracts provide 30 minutes' paid rest time daily (Bronx, Manhattan)

1 contract allows 15 minutes paid rest period after 10 hours worked (Fairmont)

HOLIDAYS

2 contracts provide for 12 paid holidays (Bronx, Manhattan)

2 contracts provide for 11 paid holidays (Newark, Paterson)

2 contracts provide for 10 paid holidays (Boston, Springfield)

1 contract provides for 8 paid holidays (Providence)

8 contracts provide for 7 paid holidays (Los Angeles, E. Hartford, E. St. Louis, Albany, Philadelphia, Pittsburgh, Scranton, Fairmont)

15 contracts provide for 6 paid holidays (Indianapolis, Louisville, Baltimore, Detroit, Grand Rapids, Minneapolis, Kansas City, Syracuse, Cleveland, Columbus, Toledo, Youngstown, Altoona, Richmond, Milwaukee)

1 contract provides for 5 paid holidays, plus any others when closings are general, and company's competitors close (Birmingham)

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THE GREAT ATLANTIC & PACIFIC TEA COMPANY

SICK LEAVE PROVISIONS

16 locations have sick leave practice written into agreement (Los Angeles, E. Hartford, Louisville, Boston, Detroit, Grand Rapids, Minneapolis, Newark, Albany, New York, Cleveland, Toledo, Philadelphia, Pittsburgh, Providence, Fairmont)

7 locations do not have sick leave practice written into agreement (Indianapolis, Springfield, Syracuse, Columbus, Youngstown, Altoona, Milwaukee)

2 locations have sick leave pay beginning on first day of illness because it is written into contract (Los Angeles, Pittsburgh)

14 locations have sick leave pay beginning on first day of illness because it is company practice (Indianapolis, Louisville, Boston, Springfield, Grand Rapids, Newark, New York, Columbus, Cleveland, Toledo, Altoona, Providence, Fairmont, Milwaukee)

2 locations have 3-day wait before sick leave pay begins (E.Hartford, Youngstown)

3 locations have 3-day wait before sick leave pay begins only for employees hired after specified date (Detroit, Scranton, Richmond)

3 locations have sickness pay under health and welfare:

Minneapolis - pay starts on 8th day of illness - 13 weeks maximum for each period of illness

Albany - pay starts on 8th day of illness - 26 weeks maximum for each period of illness

Philadelphia - pay starts on 8th day of illness

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THE GREAT ATLANTIC & PACIFIC TEA COMPANY

VACATION PROVISIONS IN WAREHOUSE CONTRACTS

1 contract provides 2 weeks after 1 year, 3 after 10 years (Pittsburgh)

1 contract provides 1 week after 6 months, 2 after 1 year, 3 after 10 years
(Fairmont)

5 contracts provide 1 week after 6 months, 2 after 1 year, 3 after 15 years
(Newark, Paterson, Bronx, Manhattan, Toledo)

2 contracts provide 2 weeks after 1 year, 3 after 15 years (Albany, Springfield)

2 contracts provide 1 week after 6 months, 2 after 1 year, 3 after 20 years
(Birmingham, E. Hartford)

2 contracts provide 1 week after 6 months, 2 after 1 year (E. St. Louis,
Louisville)

2 contracts provide 1 week after 1 year, 2 after 3 years, 3 after 10 years
(Boston, Providence)

1 contract provides 1 week after 1 year, 2 after 3 years, 3 after 12 years
(Grand Rapids)

2 contracts provide 1 week after 1 year, 2 after 3 years, 3 after 15 years
(Minneapolis, Kansas City)

2 contracts provide 1 week after 1 year, 2 after 3 years (Los Angeles,
Philadelphia)

11 contracts provide two vacation policies, one for employees on the payroll
before a specific date (generally the effective date of the contract), and
another for employees hired after that date. The "old" employees receive
1 week after each 6 months worked but not over 2 weeks in one year. "New"
employees receives

6 contracts provide 1 week after 1 year, 2 after 3 years, 3 after
10 years (Syracuse, Cleveland, Columbus, Youngstown, Altoona,
Scranton)

5 contracts provide 1 week after 1 year, 2 after 3 years, 3 after
12 years (Baltimore, Detroit, Richmond, Milwaukee, Indianapolis)

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THE GREAT ATLANTIC & PACIFIC TEA COMPANY

HEALTH & WELFARE PROVISIONS IN WAREHOUSE CONTRACTS

9 contracts provide for company payments to Teamster health and welfare funds. (Los Angeles, Detroit, Grand Rapids, Minneapolis, Albany, Youngstown, Philadelphia, Pittsburgh, Toledo)

Los Angeles : Employer pays \$10.40 per month for medical and hospital benefits administered thru Teamsters' Food Industry Security Fund.

Detroit : Company pays \$1 per week for each employee and each dependent into a welfare fund.

Grand Rapids : Company pays \$2 per week per employee to Michigan Conference of Teamsters Welfare Fund to cover employees and their dependents.

Minneapolis : Company pays \$2 per week per employee to industry-wide jointly administered welfare fund for employees and dependents.

Albany : Company pays cost of insurance administered by Teamster fund to cover the following benefits:

For members : \$1000 life insurance; \$1000 accidental death death and dismemberment insurance; \$30 per week for disability; \$9 daily hospital benefits; \$90 extra miscellaneous hospital fees; up to \$250 surgical fees; \$126 maternity costs; medical expense up to \$250.

For dependents: \$9 daily hospital fees; \$90 extra miscellaneous hospital fees; up to \$250 surgical fees; \$126 maternity benefits.

Youngstown : Company pays \$2 per week to joint trust fund.

Philadelphia : Employer pays 7½ per hour to Teamster Joint Council Welfare Fund.

Pittsburgh : Company pays the premium for employees and their dependents for Blue Cross hospitalization and Blue Shield medical-surgical plan.

Toledo : Company pays \$2.00 per month to Local 22 Insurance Fund.

14 contracts refer to continuance of previous insurance privileges and benefits not administered thru Teamster health and welfare funds. See next page for details.

NATIONAL WAREHOUSE DIVISION
Int'l Brotherhood of Teamsters
August 1954

THE GREAT ATLANTIC & PACIFIC TEA COMPANY

HEALTH & WELFARE PROVISIONS IN WAREHOUSE CONTRACTS (cont'd)

14 contracts refer to continuance of previous insurance privileges and benefits, not administered thru Teamster health and welfare funds.
(E. Hartford, E. St. Louis, Baltimore, Boston, Springfield, Newark, Paterson, Bronx, Manhattan, Toledo, Scranton, Providence, Fairmont, Milwaukee)

E. Hartford : Present life insurance, hospitalization and surgical insurance continued, subject to the requirements of the insurance company unless changed as a matter of company policy.

E. St. Louis : Company group life insurance and company group surgical and hospital plan shall cover all full-time employees after 6 months service.

Baltimore : Continues present company hospital and surgical insurance, group life insurance, and retirement plans.

Boston : Present hospitalization and life insurance program to continue subject to the terms of the insurance company and general company policy.

Springfield : Present company benefits to be continued unless discontinued or changed on national basis.

Newark & Paterson : Present benefits shall be continued by company

Bronx & Manhattan : Company shall continue existing benefits; Group Hospitalization, Inc. to be substituted for Blue Shield.

Toledo : Company to pay \$2.40 per month of premium for Blue Cross for single employees, and \$5.10 per month for married employees.
(See previous page also)

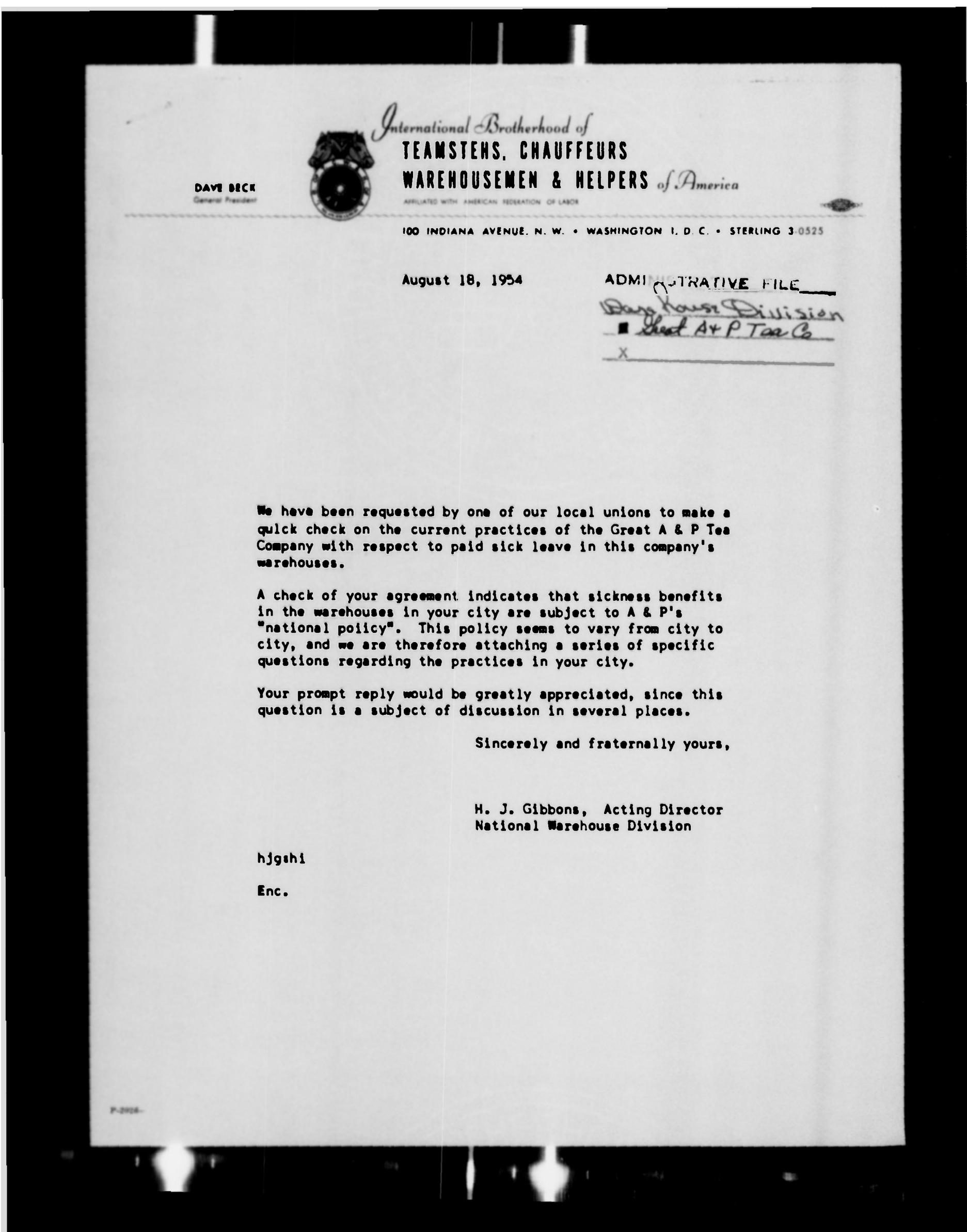
Scranton : Present hospital and surgical plans incorporated into contract.

Providence : Present hospital and life insurance privileges continued subject to requirements of the insurance company. Reopening on health and welfare 3/1/55.

Fairmont : Company pays Blue Cross hospitalization and Blue Shield medical-surgical premiums for employees and dependents.

Milwaukee : Company group life insurance plan and company group hospitalization and surgical insurance plan will be continued for the term of this agreement.

NATIONAL WAREHOUSE DIVISION
Int'l Brotherhood of Teamsters
August 1954



Please return promptly to:

NATIONAL WAREHOUSE DIVISION
INT'L BROTHERHOOD OF TEAMSTERS
100 Indiana Avenue, N. W.
Washington 1, D. C.

(Date)

LOCAL NO. _____
(City & State)

I. The practice of the Great A & P Tea Company with respect to paid sick leave in the warehouse in our city is as follows:

- (a) Sick leave starts on first day of illness _____
- (b) Sick leave starts on the third day of illness _____
- (c) There is a different policy for old employees and new employees with respect to the day paid sick leave starts _____

COMMENTS:

II. Paid sick leave provisions are as follows:

| <u>Service with Company</u> | <u>No. weeks</u> | <u>Minimum benefits each year</u> | <u>No. weeks</u> |
|------------------------------------|------------------|-----------------------------------|-------------------|
| Three months to one year | _____ | at full pay | _____ at half pay |
| One year to two years | _____ | at full pay | _____ at half pay |
| Two years to five years | _____ | at full pay | _____ at half pay |
| Five years to ten years | _____ | at full pay | _____ at half pay |
| Over ten years | _____ | at full pay | _____ at half pay |

III. How long has the present plan (described above) been in effect? _____

IV. Has the company discussed either formally or informally any changes in the plan described? _____

(Signature)

August 18, 1954

Inter-Office Communication

From the Office of Samuel Baron, Field Director, Nat'l Warehouse Division

Date May 10, 1954

To Vice-President Einar Mohn

Subject A & P Warehouse Negotiations in Richmond, Va.

There has been a new development in our A & P warehouse situation in Richmond, Virginia, about which I thought you should be advised. I attach a letter received this morning from Russell Brown along with a copy of the proposed agreement. I believe this material is self-explanatory.

ADMINISTRATIVE FILE

Warehouse Division -
 Great Atlantic
 Pacific Tea Co.

jmu
sbshl

500-10-62

Filiations — AMERICAN FEDERATION OF LABOR; RICHMOND CENTRAL TRADES & LABOR COUNCIL; VIRGINIA STATE FEDERATION OF LABOR;
EASTERN CONFERENCE OF TEAMSTERS, TRUCKERS JOINT COUNCIL NO. 83

Warehouse Employees Union No. 322

OFFICERS

J. H. Norman, President
F. E. Anderson, Vice-President
V. M. Wren, Rec. Secy
R. L. Brown, Secretary-Treasurer
and Business Representative

I. B. of T. C. W. & H. of A.

21 WEST GRACE STREET
PHONE 7-3874
RICHMOND, VA.

TRUSTEES

John W. Green
George Picardat
Franklin S. Hart

*
YALE R. HALPERINE, JR.
Business Representative
W. F. COOPER, JR.
Deputy

May 7, 1944

Mr. Sam Baron, Field Director
National Warehouse Division
100 Indiana Avenue, N. W.
Washington 1, D. C.

Dear Baron,

I am enclosing a copy of the contract which A & P submitted to our Local and which contains a number of additions, deletions and changes (mark'd in red) none of which were discussed or agreed on during our negotiations.

In addition to this, the Company has notified us that a verbal agreement that we have had with the Company for a number of years, which guaranteed the two working foremen at least 48 hours per each week would now be discontinued. This, too, was never mentioned during our discussions. The two men affected happen to be the President and Shop Steward of the Local and this looks like retaliation on part of the Company.

I am arranging to meet with the Unit manager of A & P next week, and will keep you informed as to developments.

Faternally yours,

Russell Brown
Russell Brown
Secretary-Treasurer

RB:bw

enclosure

RICHMOND WAREHOUSE AGREEMENT

PRINCIPALS

1. Agreement between The Great Atlantic and Pacific Tea Company, Richmond, Virginia City, herein designated as the Company, and Warehouse Employees' Union, Local No. 322, of Richmond, Virginia, a subordinate Union of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America affiliated with the American Federation of Labor, herein designated as the Union.

PURPOSE

2. It is recognized that the well-being of both parties to this Agreement is directly dependent upon the skill and efficiency with which the business of the Employer is conducted and that any assumption of the functions of management by representatives of Union is contrary to the intent and purpose of the Agreement.

3. To prevent any such confusion of purpose, or conflict of authority, in the management of the business of the Employer, the following statement of fact is jointly accepted and agreed to by both parties to this Agreement.

4. Authority, and responsibility, for the management of the business shall reside exclusively in the Employer and his appointed representatives, and in no instance shall the Union or its representatives interfere with the exercise of such authority and responsibility.

**UNION
RECOGNITION**

5. The Company recognizes the Union as the exclusive bargaining agency for all of its operating department employees in the warehouses in Richmond, Virginia.

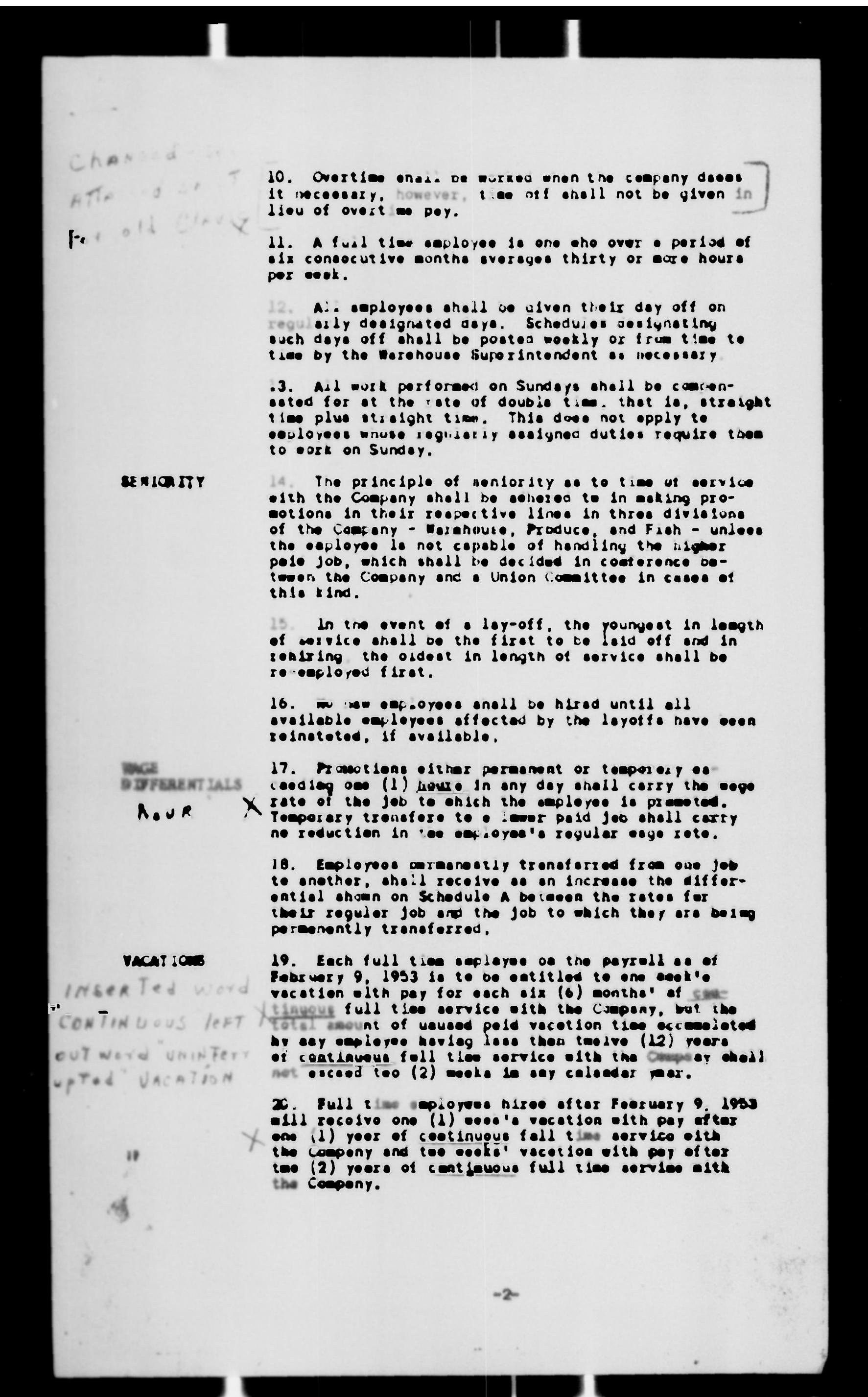
HOURS

6. The work week shall consist of forty (40) hours to be worked in five (5) days. Overtime will be paid for above forty (40) hours in any one week or eight (8) hours in any one day but not for both. Overtime shall be paid for at the rate of time and one-half.

7. Each full time employee who reports to work on his regular, assigned work day shall be guaranteed at least eight (8) hours work at the straight time rate. Each full time employee who reports for work on the sixth consecutive day shall be guaranteed at least four (4) hours work at one and one-half times the regular rate. Each full time employee who reports to work on the seventh (7) consecutive day shall be guaranteed at least four (4) hours at the double time rate.

8. Each full time employee who reports for work, upon request, five days in any week, as required by his department's schedule, is guaranteed pay for such week equivalent to not less than forty hours pay at the employee's regular straight time hourly rate. This guarantee of forty hours pay is contingent upon there being no emergency condition, beyond the Company's control, which prevents or interferes with the normal operation of the business.

9. Each employee is entitled to an unbroken rest period of at least twelve hours between shifts and any employee who is required to work during his twelve hour rest period shall be paid for such work at the rate of one and one-half times his regular straight time hourly rate of pay.



21. Each full time employee is to be entitled to three (3) weeks' vacation with pay after twelve (12) years of continuous full time service with the Company, but the total amount of unused paid vacation time accumulated by any such employee shall not exceed three (3) weeks in any calendar year.

22. If one of the holidays specified in paragraph 25 falls within an employee's vacation, the employee shall be granted one additional day's paid vacation or an equivalent day's pay of eight (8) hours at his regular straight time hourly rate.

23. Vacations may be selected by employees on the basis of length of service with the Company, subject to the requirements of the business.

24. In the event the services of an employee are terminated for any reason whatsoever, voluntarily or involuntarily, before the vacation earned has been taken, there shall be paid to such employee salary covering the period of vacation to which he is entitled upon the termination of such services.

HOLIDAYS

25. The following named legal holidays shall be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day.

26. All work performed on the above named legal holidays shall be compensated for at the rate of time and one-half in addition to the regular holiday pay. This does not apply to employees whose regularly assigned duties require them to work on any or all of these days.

27. Straight time according to the regular work schedule of hours shall be paid to full time employees if there is no work on the above named legal holidays, providing the employee works the working day before and after said holiday.

28. The Employer's sick leave plan now in effect shall remain in force for all full time employees appearing on the payroll prior to February 9, 1953.

29. For those persons employed on a full time basis after February 9, 1953, the Employer's sick plan shall become effective only after six (6) months' of full time service with no benefits payable for the first three (3) days of any illness.

30. Any modification of the sick leave plan shall be submitted to the Union and it is further agreed that no sick plan in effect shall be changed to the detriment of the employees during the term of this Agreement.

GRIEVANCES

31. The Union may select from among its members not more than three (3) Shop Stewards who shall present all grievances arising under this Agreement to the Company for settlement. Failing of settlement they shall report to the Union Business Agent who will then take up the grievance with the proper representative of the Company.

32. In the event of failure of the Union and the Company to settle the above grievances, the same shall be referred to an Arbitration Board of three (3) members, selected as follows: One member selected by the Company and one selected by the Union, and these two (2) to select a third member who shall be Chairman. This Board must meet to consider any question brought before it within five (5) days after being notified and decisions of the Arbitration Board shall be final and binding upon both parties. Decisions to be rendered within ten (10) days. Any expense of arbitration shall be borne equally by both parties.

33. Grievances must be presented for settlement within seven (7) days of their occurrence. Otherwise, there shall be no grievance.

DISCHARGE

34. The employer shall have the right to discharge any employee who is a member of the Union for good cause, such as dishonesty, incompetency or intoxication, provided, however, that no member of the Union shall be discharged or discriminated against because of membership in the Union or Union activities.

35. The Union agrees that neither it nor its members will engage in Union activities on the Employer's time or in the Employer's Warehouse, provided, however, that representatives of the Union shall have free access to the Employer's Warehouse. The Company shall not be held liable for any injuries to said representatives while on the premises.

36. The Shop Steward shall be notified of all proposed dismissals or lay-offs of full time employees twenty-four (24) hours before actual separation except dismissals for cause. On part time and extra employees, notice will be given as soon as practical.

37. The Union reserves the right to question and investigate any dismissal for cause, and where such cause is not justified, the dismissed employee shall be reinstated on his regular job and paid for all time lost at regular rates of pay. Any such consideration must be taken up with the Company within seven (7) days.

LEAVE OF ABSENCE

38. Leave of absence will be granted to any employee for Union duties without jeopardizing his seniority standing in the Warehouse.

39. Occasional days off will be granted for Union duties when three (3) days notice is given and no definite handicap to the Company can be expected.

40. No supervisor shall be permitted to perform the work or operation of any employee at any time except for the purpose of instruction or to provide a relief period for such employee when requested.

WAGES

41. The minimum wage rates are set forth in Schedule "A" attached hereto and made a part of this Agreement.

42. All employees who work between the hours of 6:00 P. M. and 6:00 A. M., shall be paid for all work between such hours, in addition to the regular pay to which he would otherwise be entitled, night premium compensation of ten (10) cents per hour.

*View - See
Attached Sheet*

43. This Agreement shall continue in effect from February 7, 1953 until February 12, 1954 and shall continue in effect from year to year after February 12, 1954 unless either party serves notice, in writing, on or before December 12, 1954 or on or before December 12 of any year thereafter, of a desire either for termination of or for changes in the Agreement. In the event either party serves such notice in respect to changes in the agreement, it is mutually agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes, and that pending the result of the negotiations, neither party shall change the conditions existing under the contract.

IN WITNESS WHEREOF the undersigned have affixed their signatures as legal representatives of both the Employer and the Union.

WITNESS:

FOR THE COMPANY:
THE GREAT ATLANTIC & PACIFIC TEA CO.

FOR THE UNION

DATE: _____

SCHEDULE "A"
MINIMUM WAGES

These minimum wages are based on an hourly rate and are minimum wages
for a forty (40) hour week.

EFFECTIVE
FEB. 7, 1954
thru February 12, 1954
Weekly Hourly
Basis Basis

| | | |
|------------------------------------------------------------------|-------|--------|
| Foremen (working) | 75.00 | 1.875 |
| Receivers & Shippers | 70.00 | 1.75 |
| Checkers | 62.50 | 1.5625 |
| Selectors | 59.50 | 1.4875 |
| Elevating Lift Truck Operators | 61.50 | 1.5375 |
| Warehousemen | 57.00 | 1.425 |
| Egg Condlers-1st Year | 52.00 | 1.30 |
| Egg Condlers-After 1 Year | 55.00 | 1.375 |
| Female Employees | 52.00 | 1.30 |
| <i>See Attachment</i> 68-7- Receiving Assistant | 54.00 | 1.35 |
| Maintenance Men | 67.00 | 1.675 |

Any new employee hired for any of the above classifications shall
start at \$4.00 per week less than the specified rate for the first
thirty (30) days. At the end of the thirty (30) day period, the
employee shall receive the rate specified for the classification
for which hired.

All employees coming under the jurisdiction of this Agreement on
the payroll as of February 8, 1954 shall receive an increase of
\$3.00 (three dollars) per week.

Should { All employees classified as Receivers-Shippers
Be { and Working Foremen shall receive an
Added { additional adjustment of \$3.00 (three dollars)
As { per week effective as of February 8, 1954

{ All employees classified as Elevating Lift
Truck Operators shall receive an additional
adjustment of \$2.00 (two dollars) per week
effective as of February 8, 1954

Section X. Any employee working overtime shall not be given time off to offset this overtime, it being understood that overtime shall be worked when necessary.

Section XXXV. INSERTED IN PLACE OF SECTION VII OF OLD AGREEMENT.
DISCRIMINATION. There shall be no discrimination of any kind to a member of the Union by foremen, supervisors, or any other person in the Company.

The employees shall be free from interference, restraint or coercion by Employer, management or supervisors in any activity in the Union.

Employees shall refrain from participation in Union matters during working hours or in the company plants except as provided in this Agreement.

Section XXXV. New

Section XXXVII. Replacing Section I paragraph 3 of the old agreement which read as follows: This Agreement shall be in effect from _____ to _____ inclusive, and thereafter, from year to year, unless either party desires to change or modify same, when sixty (60) days notice to so change or modify shall be given by either party prior to the then date of expiration. Such notice shall be given in writing. Any changes reached between the parties during negotiations covering wages shall be retroactive to the expiration date shown above.

Schedule A - Classifications.

Shipping assistants inserted in new Agreement in lieu of Warehouse Clerks. This change could materially affect the job content of the members now classified as Warehouse Clerks and the probability of the Company trying to claim that some of these people would not properly come under the bargaining unit.

ADMINISTRATIVE FILE
Warehouse Division
* Great A & P Tea
Company

February 9, 1954

MEMO TO: General President Beck
FROM: H. J. Gibbons, Acting Director, National Warehouse Division

SUBJECT: THE GREAT A & P TEA COMPANY WAREHOUSES

A & P is the largest chain grocery in the United States. Its 1952 sales were \$3,755 million -- followed by Safeway's \$1,484 million and Kroger's \$1,051 million for that year. It now has about 4500 stores throughout the United States and Canada, and 39 major warehousing centers in 25 states.

A & P sales have risen each year since the end of World War II, and its net income has also grown steadily.

The organization situation in the warehouses is as follows:

| <u>Warehouse Centers</u> | <u>Employees</u> |
|----------------------------------|------------------|
| 28 organized by IPT | 7000 |
| 2 organized by CIO | 140 |
| 1 organized by independent union | 300 est. |
| 8 unorganized | 900 |
| 39 total | 8340 |

The contracts between the local unions and A & P contain very striking differences both in wage rates and in other provisions. Wage rates differ as much as 72¢ an hour for the same job between warehouses; rates for warehousemen range from \$1.96 to \$1.34. Night premium is set at 12½¢ to 5¢ per hour in different contracts. Paid holidays range from as many as 12 to as few as 6 per year. There are nine different formulas for computing vacation time in the 21 contracts checked. Only ten out of 21 contracts include health and welfare benefits; only six out of 21 provide payments to Teamster welfare funds. Out of 15 contracts outlining grievance procedure, four allow individuals to process the first step without union representatives present.

General President Beck

Page Two

This company presents two problems to the union that should be met either on a company-wide approach, or on some other carefully worked-out basis.

I - Organizing the Eight Unorganized Warehouses Employing 900 People.

Five unorganized warehouses are in the Southern States Conference area, as are the two CIO warehouses; two unorganized warehouses are in the Eastern States Conference area; one unorganized warehouse and the independent union warehouse are in the Central States Conference area.

Recommendations:

A coordinated organizing drive be undertaken. This, first, will require proper consultation by National Warehouse Division with the officers of the area conferences and area warehouse divisions involved and, following this, consultation with local unions in these eight cities to work out problems of organizing manpower, timing, and campaign materials.

II - Eliminating Inequalities in Wages, Working Conditions and Other Provisions in Contracts with A & P.

Recommendations:

1. Conference between National Warehouse Division and officers of four area conferences involved and their respective area warehouse division heads to discuss the union's approach to the problem.

2. A conference with the company to be participated in by the officers of the National Warehouse Division and of our International union. The purpose of this meeting would be to explore with the company the program of our union.

3. A conference of the local unions holding warehouse contracts with A & P to work out the details of the approach to this problem.

It is our further recommendation that the organizing activities and the approach to eliminating inequalities be carried on at the same time, and be coordinated by the National Warehouse Division.

cc: mg for fm
February 9, 1954
gl

LOCATIONS OF GROCERY WAREHOUSES
 NATIONAL WAREHOUSE DIVISION PROJECTS
 FEBRUARY, 1954

| CITY | A & P | SAFeway | KROGER | FOOD FAIR | NAT'L TEA | 1st NAT'L |
|-----------------------|--------|---------|--------|-----------|-----------|-----------|
| Birmingham, Ala. | | | | | | |
| Phoenix, Ariz. | CIO | | | | | |
| Little Rock, Ark. | | | | | | |
| Fresno, Calif. | | | | | | |
| Los Angeles, Calif. | | | | | | |
| San Diego, Calif. | | | | | | |
| San Francisco, Calif. | | | | | | |
| Danver, Colo. | | | | | | |
| Pueblo, Colo. | | | | | | |
| Grand Junction, Colo. | | | | | | |
| Washington, D.C. | | | | | | |
| Jacksonville, Fla. | | | | | | |
| Miami, Fla. | | | | | | |
| Atlanta, Ga. | CIO | | | | | |
| Carbondale, Ill. | | | | | | |
| Chicago, Ill. | | | | | | |
| E.St. Louis, Ill. | Indep. | | | | | |
| Pt. Wayne, Ind. | | | | | | |
| Indianapolis, Ind. | | | | | | |
| Terre Haute, Ind. | | | | | | |
| Wichita, Kans. | | | | | | |
| Louisville, Ky. | | | | | | |
| Baton Rouge, La. | | | | | | |
| New Orleans, La. | | | | | | |
| Portland, Me. | | | | | | |
| Baltimore, Md. | | | | | | |
| Boston, Mass. | | | | | | |
| Springfield, Mass. | | | | | | |
| Detroit, Mich. | | | | | CIO | |
| Grand Rapids, Mich. | | | | | | |
| Kalamazoo, Mich. | | | | | | |
| Minneapolis, Minn. | | | | | | |
| Kansas City, Mo. | | | | | | |
| St. Louis, Mo. | | | | R.Clerks | | |
| Butte, Mont. | | | | | | |
| Omaha, Nebr. | | | | | | |
| Elizabeth, N. J. | | | | | | |
| Haarney, N. J. | | | | | | |
| Newark, N. J. | | | | | | |
| Peterson, N. J. | | | | | | |
| Albuquerque, N.M. | | | | | | |
| Albany, N.Y. | | | | | | |
| Bronx, N.Y. | | | | | | |
| Buffalo, N.Y. | | | | | | |
| Manhattan, N.Y. | | | | | | |
| Syracuse, N.Y. | | | | | | |
| Charlotta, N.C. | | | | | | |
| Cincinnati, O. | | | | | | |
| Cleveland, O. | | | | | | |
| Columbus, O. | | | | | | |
| Dayton, O. | | | | | | |
| Toledo, O. | | | | | | |
| Youngstown, O. | | | | | | |

LOCATIONS OF GROCERY WAREHOUSES

Page 2

| CITY | S & P | SAFeway | KROGER | FOOD FAIR | NAT'L TEA 1st | NAT'L |
|----------------------|-------|---------|--------|-----------|---------------|-------|
| Oklahoma City, Okla. | | | | | | |
| Tulsa, Okla. | | | | | | |
| Portland, Ore. | | | | | | |
| Allentown, Pa. | | | | | | |
| Altoona, Pa. | | | | | | |
| Johnstown, Pa. | | | | | | |
| Philadelphia, Pa. | | | | | | |
| Pittsburgh, Pa. | | | | | | |
| Seranton, Pa. | | | | | | |
| Wilkes Barre, Pa. | | | | | | |
| Providence, R.I. | | | | | | |
| Memphis, Tenn. | | | | | | |
| Nashville, Tenn. | | | | | | |
| Dallas, Tex. | | | | | | |
| El Paso, Tex. | | | | | | |
| Houston, Tex. | | | | | | |
| Salt Lake City, Utah | | | | | | |
| Richmond, Va. | | | | | | |
| Roanoke, Va. | | | | | | |
| Seattle, Wash. | | | | | | |
| Spokane, Wash. | | | | | | |
| Charleston, W. Va. | | | | | | |
| Madison, Wis. | | | | | | |
| Milwaukee, Wis. | | | | | | |

* Locations also in: *All INT
Bridgport, Conn.
E. Hartford, Conn.
Framingham, Mass.

2/2/54
81

NATIONAL WAREHOUSE DIVISION
PROJECT # 2

THE GREAT A & P TEA CO.

BACKGROUND ON COMPANY

A & P is the largest chain grocery in the United States. Its 1952 sales were \$3,755 million -- followed by Safeway's \$1,484 million and Kroger's \$1,051 million for that year.

This company has kept its top position in grocery retailing because its operates subsidiaries that can nearly dominate the produce market (Atlantic Commission Co., the world's largest purchaser of fresh fruits and vegetables); the coffee market (American Coffee Corp., the world's largest coffee purchaser); and production of canned salmon, condensed and evaporated milk, and many other food products sold in the A & P stores. The Dep't of Justice has just obtained a consent order, under the anti-trust laws, that will have the effect of 1) "dissolving" Atlantic Commission, and 2) stop special pricing practices of A & P subsidiaries that favor the A & P retail business over other retail grocery companies that buy from the A & P subsidiaries. Economists familiar with the suit say the decree will have no noticeable effect on the company's earnings.

A & P grows out of a business in the New York-New Jersey area started in 1858. It now has about 4500 stores throughout the United States and Canada, and 43 major warehousing centers in 25 states.

Officers of A & P's parent company are: George L. Hartford, Chairman; Ralph W. Burger, Pres. & Sec'y; J. D. Ehrhart, Treas.; and Directors O. C. Adams, J. J. Byrnes, W. M. Byrnes, J. M. Toolin, W. F. Leach.

The A & P's sales have risen each year since the end of World War II, though net income has fluctuated because of changes in tax levies and large amounts set aside by the company for depreciation in several years. The A & P balance sheet for its fiscal year (ending Feb. 28) shows:-

| | 1953 | 1952 |
|--------------------|-----------------|-----------------|
| Sales | \$3,755,687,313 | \$3,392,541,200 |
| Net before Deprec. | | |
| & Federal Tax | 76,412,166 | 69,371,219 |
| Depreciation | 9,344,528 | 8,919,294 |
| Federal Taxes | 37,850,000 | 33,275,000 |
| Net Income | 29,217,638 | 27,176,925 |

NATIONAL WAREHOUSE DIVISION
PROJECT # 2

THE GREAT A & P TEA CO.

EXTENT OF TEAMSTER WAREHOUSE ORGANIZATION IN A & P

There are 39 A & P warehouses.

28 of these warehouses are organized by IFT.

8 of these warehouses are unorganized.

2 of these warehouses are organized by CIO. (Birmingham, Alabama
Atlanta, Georgia)

1 of these warehouses is organized by an independent union. (Chicago)

There are 7000 warehouse employees covered by IFT contracts.

There are 140 warehouse employees covered by CIO contracts.

In one location, Atlanta, the contract drivers for the A & P warehouse
are organized by IFT.

NATIONAL WAREHOUSE DIVISION
PROJECT # 2

THE GREAT A & P TEA CO.

A & P WAREHOUSES ORGANIZED BY IBT

The 28 warehouses organized by IBT are located as follows:-

| | | Local | 19 employees |
|--------------------------------------|-----------|-------|--------------|
| E. St. Louis, Ill. | Local 729 | 165 | " |
| Indianapolis, Ind. | Local 233 | 80 | " |
| Louisville, Ky. | Local 89 | 120 | " |
| Baltimore, Md. | Local 570 | 241 | " |
| Boston(Somerville)Mass. | Local 629 | 175 | " |
| Springfield, Mass. | Local 404 | 74 | " |
| Detroit, Mich. | Local 337 | 300 | " |
| Grand Rapids, Mich. | Local 406 | 116 | " |
| Minneapolis, Minn. (H.Brooks Co.) | Local 544 | | |
| Kansas City, Mo. | Local 955 | 114 | " |
| Newark & Paterson, N.J. | Local 863 | 500 | " |
| Albany (Colonie) N.Y. | Local 294 | 200 | " |
| Bronx & Manhattan, N.Y. | Local 852 | 2000 | " |
| Syracuse, N.Y. | Local 317 | 80 | " |
| Cleveland, Ohio | Local 197 | 150 | " |
| Columbus, Ohio | Local 413 | 100 | " |
| Toledo, Ohio | Local 22 | 163 | " |
| Youngstown, O. | Local 377 | 100 | " |
| Altoona, Pa. | Local 110 | 150 | " |
| Philadelphia, Pa. | Local 169 | 355 | " |
| Pittsburgh, Pa. | Local 635 | 450 | " |
| Scranton, Pa. | Local 229 | 175 | " |
| Providence, R.I. | Local 251 | 160 | " |
| Richmond, Va. | Local 322 | 175 | " |
| Milwaukee, Wis. | Local 200 | 195 | " |

NATIONAL WAREHOUSE DIVISION
PROJECT # 2

THE GREAT A & P TEA CO.

UNORGANIZED WAREHOUSES OF A & P

The 8 unorganized warehouses are in-

Jacksonville, Florida
New Orleans, Louisiana
Portland, Maine
Buffalo, New York
Charlotte, North Carolina
Cincinnati, Ohio
Dallas, Texas
Houston, Texas

Regional conferences concerned areas-

Southern - 5 unorganized warehouses
Eastern - 2 unorganized warehouses
Central - 1 unorganized warehouse

NATIONAL WAREHOUSE DIVISION
PROJECT # 2

THE GREAT A & P TEA CO.

REGIONAL CONFERENCES and A & P WAREHOUSE LOCATIONS

Of the 26 warehouses organized by IFT

- 15 are in the Eastern States Conference of Teamsters territory. (Baltimore, Boston, Springfield, Newark, Paterson, Albany, Bronx, Manhattan, Syracuse, Altoona, Philadelphia, Pittsburgh, Scranton, Providence, Richmond)
- 12 are in the Central States Conference of Teamsters territory. (Indianapolis, Kansas City, Louisville, Detroit, Grand Rapids, Minneapolis, E. St. Louis, Cleveland, Columbus, Toledo, Youngstown, Milwaukee)
- 1 is in the Western Conference of Teamsters territory(Los Angeles)

NATIONAL WAREHOUSE DIVISION
PROJECT # 2

THE GREAT A & P TEA CO.

SUMMARY OF UNREALIZED A & P WAREHOUSE SITUATIONS

JACKSONVILLE, FLORIDA - No report available.

NEW ORLEANS, LA. - Manny Moore, President of Local 270, reports 305 employees; wages \$1.05 for warehousemen, 95¢ for packers; \$1.30 for lift operators. Have 40 hour week, overtime after 8 hours per day. No daily or weekly guarantee. Vacations - 1 week after 6 months, 2 weeks after 1 year. No premium for Sunday or holiday work. Injury and sickness benefits raid.

PORTLAND, MAINE - 100 employees. Secretary-Treasurer Albert Page of Local 340 reports local would cooperate in organizing drive, probably could assign personnel. Several previous drives unsuccessful; A & P follows wage pattern set by unionized companies in area. First National warehouse, only competitor, is organized by IET.

BUFFALO, NEW YORK - 150 employees. Secretary-Treasurer A. Ervolina of Local 558 reports local would cooperate in organizing drive and could assign two men. Previous attempt to organize (6 years ago) resulted in NLRB election lost by 6 votes. Pay rates same as organized warehouses; A & P has 40 hour work week while Teamster warehouses have guaranteed 44 hour week with 1½ after 40 hours.

CHARLOTTE, N.C. - 140 employees. President A. L. Gunter of Local 71 reports local would cooperate in organizing drive and would assign personnel. Local 71 won NLRB election and held contract for one year; then won de-certification election by narrow margin; after anti-union shop law passed, lost most of membership and contract not renewed. Since then, CIU has tried to organize unsuccessfully.

CINCINNATI, OHIO - 75 employees. Local 661 lost NLRB election in December, 1953, by about three to one. Secretary-Treasurer Joseph E. Wira of Local 661 reports warehouse management follows wage pattern set by Indianapolis, where IET has contract.

DALLAS, TEXAS - Large warehouse here serves Texas, parts of Louisiana, Oklahoma and New Mexico; employs mostly Mexicans and Negroes; wage scales low and working conditions bad. Secretary-Treasurer V.L. Piland of Local 745 reported in September, 1953 that organizing drive for both drivers and warehousemen is under way and "it looks reasonably favorable." Local 745 has Safeway warehouse here organized and under contract.

HUSTON, TEXAS - 35 employees. Local 968 reported on questionnaire in mid 1953 that this is "now on organizing program." No report since then.

NATIONAL WAREHOUSE DIVISION
PROJECT # 2

THE GREAT A & P TEA CO.

CONTRACT EXPIRATION DATES - A & P COMPANY

| MONT | DAY | YEAR | CITY |
|-----------|-----|------|--------------------------|
| JANUARY | 31 | 1954 | Scranton, Pennsylvania |
| FEBRUARY | 6 | 1954 | Richmond, Virginia |
| FEBRUARY | 28 | 1954 | Providence, Rhode Island |
| APRIL | 1 | 1954 | Boston, Massachusetts |
| APRIL | 4 | 1954 | Baltimore, Maryland |
| MAY | 31 | 1954 | Minneapolis, Minnesota |
| JUNE | 1 | 1954 | Youngstown, Ohio |
| JULY | 1 | 1954 | E. St. Louis, Illinois |
| JULY | 17 | 1954 | Toledo, Ohio |
| JULY | 31 | 1954 | Louisville, Kentucky |
| AUGUST | 14 | 1954 | Indianapolis, Indiana |
| SEPTEMBER | 26 | 1954 | Kansas City, Missouri |
| OCTOBER | 1 | 1954 | Altoona, Pennsylvania |
| DECEMBER | 26 | 1955 | Philadelphia, Penna. |
| APRIL | 1 | 1955 | Cleveland, Ohio |
| APRIL | 9 | 1955 | Grand Rapids, Michigan |
| APRIL | 30 | 1955 | Albany, New York |
| JUNE | 19 | 1955 | New York City |
| AUGUST | 20 | 1955 | Detroit, Michigan |
| SEPTEMBER | 4 | 1955 | Los Angeles, California |
| SEPTEMBER | 15 | 1955 | Newark, New Jersey |
| SEPTEMBER | 15 | 1955 | Paterson, New Jersey |

CONTRACT DURATION OF A & P CONTRACTS

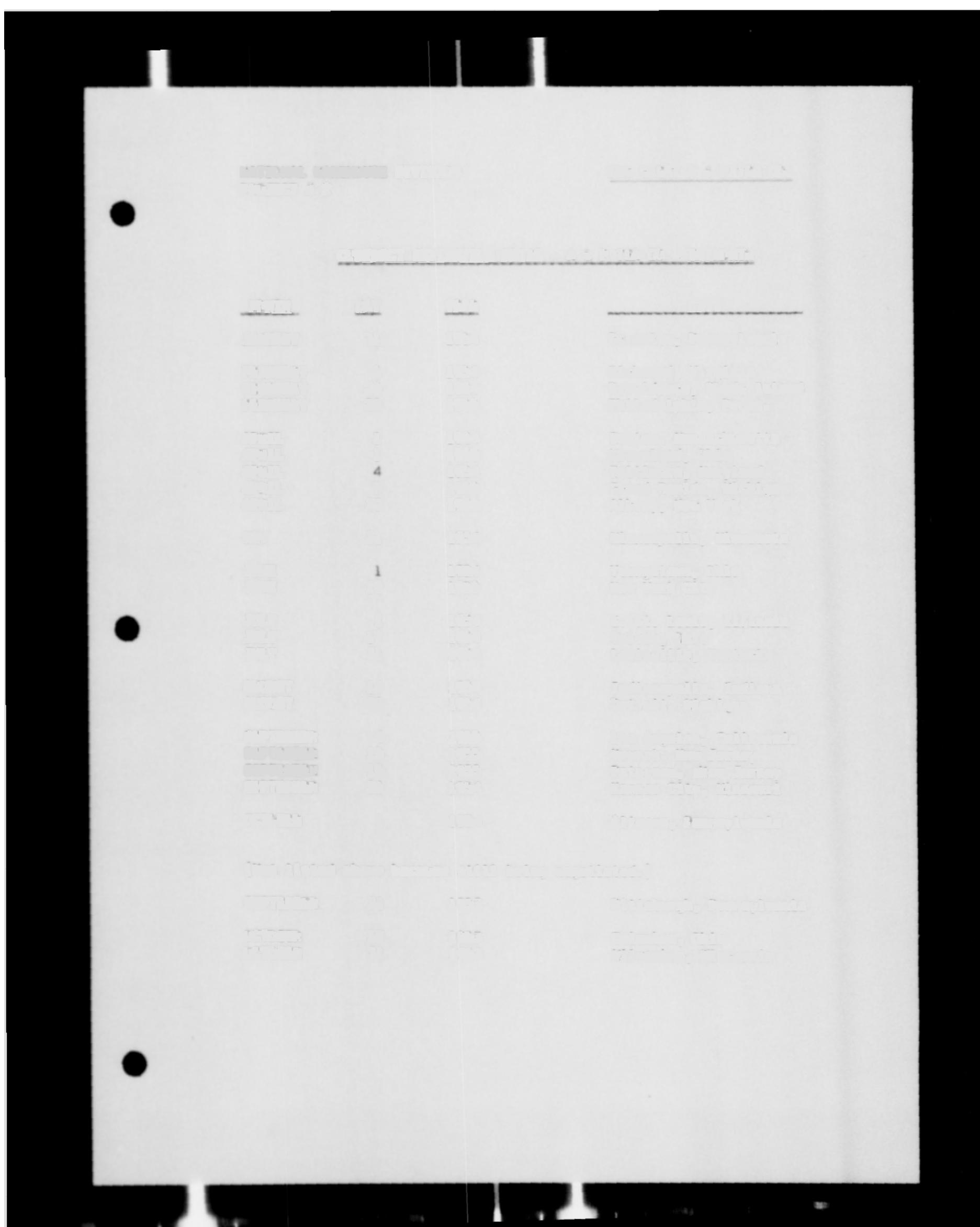
12 contracts are for two years (6 of these provide wage re-opening at end of first year)

7 contracts are for one year

3 contracts are for 3 years (1 provides wage reopening)

1 contract is for one year and four months

1 contract is for five years (provides reopening on wages and vacations each year)



NATIONAL WAREHOUSE DIVISION
PROJECT # 2

THE GREAT A & P TEA CO.

SHOP CONDITIONS IN A & P WAREHOUSE CONTRACTS

Out of 22 contracts,

21 have union shop provision

1 has open shop (Richmond, Va.)

19 have no checkoff provision

3 have checkoff (Kansas City, Albany and Toledo)

PICKET LINE PROVISIONS IN A & P WAREHOUSE CONTRACTS

Out of 22 contracts,

13 allow employees to observe picket line

3 do not allow employees to observe picket line (Boston,
Philadelphia, Providence)

1 does not allow employees to observe picket line but does have
hot cargo provision (Albany)

5 have no mention of picket lines (Los Angeles, Baltimore, Detroit,
Toledo, Richmond)

Out of 13 with picket line provisions,

4 require employer be notified first (Louisville, Newark & Paterson,
N.J., Youngstown, Altoona)

NATIONAL WAREHOUSE DIVISION
PROJECT # 2

THE GREAT A & P TEA CO.

WAGE RATE "SPREAD" FOR SAME JOB CLASSIFICATION IN A & P WAREHOUSE CONTRACT

There is a 72.2¢ difference in the rate for fork or hoist lift operators between warehouses. (New York City rate of \$2.16 is highest. Richmond, Virginia rate of \$1.403b is lowest.)

There is a 66.12¢ difference in the rate for checker between warehouses. (New York City rate of \$2.16 is highest. Richmond, Va. rate of \$1.478b is lowest.)

There is a 65.62¢ difference in the rate for selector between warehouses. (New York City rate of \$2.06 is highest. Richmond, Va. rate of \$1.403b is lowest.)

There is a 61.87¢ difference in the rate for warehousemen between warehouses. (New York City rate of \$1.96 is highest. Richmond, Va. rate of \$1.341b is lowest.)

There is a 60.75¢ difference in the rate for female labor between warehouses. (Los Angeles rate of \$1.6575 is highest. Scranton, Pa. rate of \$1.05 is lowest.)

There is a 59¢ difference in the rate for inspector between warehouses. (Detroit rate of \$2.095 is highest. Scranton, Pa. rate of \$1.50 is lowest.)

There is a 46.5¢ difference in the rate for receiving clerk and shipping clerk between warehouses. (Kansas City, Mo. rate of \$1.965 is highest. Scranton, Pa. rate of \$1.50 is lowest.)

There is a 43.5¢ difference in the rate for elevator operator between warehouses. (New York City rate of \$2.06 is highest. Philadelphia rate of \$1.625 is lowest.)

GREAT ATLANTIC & PACIFIC TEA CO.

CONTRACT

ANALYSIS

--

HOURLY RATES IN WAREHOUSES

LOCAL #
595 (1)
Los Angeles, Cal.
E. St., Louis, Ill.
233 Indianapolis, Ind.
69 Louisville, Ky.
570 Baltimore, Md.
829 Boston, Mass
337 Detroit, Mich.
406 (2) Gr. Rapids, Mich.
544 Minnopolis, Minn.
955 Kansas City, Mo.
663 Newark, N.J.
294 Albany, N.Y.
852 (4) New York, N.Y.

FORK OR
HOIST LIFT
OPERATOR
RECEIVING
CLERK

SHIPPING
CLERK

ELEVATOR
SELECTOR
OPERATOR

WARE-
HOUSEMAN

FEBRUARY, 1954

CLASSIFICATIONS

FEMALE

MALE

GENERAL

ORDER CLERK

SELECTORS

EGG CANDLERS

COFFEE, CELLO PACKERS

EGG CANDLERS

REPACK DEPT.

PREPACK

SUPPLY DEPT.

ASST.

CAFFERIA

ALL OTHER

LAUNDRY

STAMPERS

CAFETERIA

LAUNDRY

STAMPERS

LAUNDRY

| | | | | | | | | |
|------------------------------|-------|--------|--------|--------|--------|--------|-------|------------------------------------------------------------------------------------------------|
| 317 Syracuse, N.Y. | | | | | | | 1.66 | 1.47 gen'l whse., empties arr., rebagging and repacking |
| 197 (5) Cleveland, O. | | | | | | | 1.70 | 1.40 after 60 days |
| 22 Toledo, Ohio | 1.97 | | 1.97 | 1.97 | | 1.84 | 1.64 | 1.79 |
| 377 Youngstown, O. | 2.095 | 2.045 | | | 2.045 | 1.995 | | 1.895 |
| 110 Johnstown, Pa. | 1.87 | | | | 1.82 | 1.77 | 1.77 | 1.67 |
| 169 (6) Philadelphia, Pa. | | 1.65 | 1.725 | | 1.725 | | 1.625 | 1.405 clerk (after 1 yr.) 1.2875 gen'l labor (after 1 yr.) 1.3875 candler (after 2 yrs.) |
| 229 Scranton, Pa. | 1.50 | | 1.50 | 1.50 | 1.50 | 1.45 | | 1.45 1.05 gen'l; 1.10 egg dept. |
| 251 (7) Providence, R.I. | 1.75 | 1.70 | 1.75 | | 1.75 | 1.65 | | 1.60 1.17 grocery selectors, egg canders 1.14 general |
| 322 Richmond, Va. | | 1.4038 | 1.5913 | 1.5913 | 1.4788 | 1.4038 | | 1.3413 1.2163 |

FACTNOTES:

- (1) Annual wage reopening in September.
- (2) Automatic increase of 5¢ on all rates on April 10, 1954; subject to cost of living revision every 6 months.
- (3) Reopening 5/1/54 on wages and welfare provisions.
- (4) Rates apply to employees on payroll before 6/14/53.
- (5) Reopening on 4/1/54 on hourly rates.
- (6) Automatic increase of 7½¢ on 3/1/54.
- (7) Rates given are for those with seniority of 6 months to 2 years; after 2 years, 5¢ is added to all rates shown above.

National Warehouse Division
International Brotherhood of Teamsters
February, 1954

NATIONAL WAREHOUSE DIVISION
PROJECT # 2

THE GREAT A & P TEA CO.

PREMIUM WAGE RATES IN A & P WAREHOUSE CONTRACTS

- 1 contract provides 12½¢ premium for night shift work (Philadelphia)
- 9 contracts provide 10¢ premium for night shift work (Los Angeles, Louisville, Detroit, Bronx & Manhattan, Albany, Youngstown, Altoona, Scranton)
- 2 contracts provide 7½¢ for night shift work (Newark, Paterson)
- 1 contract provides 7¢ for night shift work (Syracuse)
- 8 contracts provide 5¢ for night shift work (E.St. Louis, Indianapolis, Boston, Grand Rapids, Minneapolis, Cleveland, Providence, Richmond)
- 11 contracts provide 1½ rate for work on 6th day (Los Angeles, E.St. Louis, Indianapolis, Louisville, Baltimore, Newark, Paterson, Bronx, Albany, Scranton, Richmond)
- 2 contracts provide 1½ rate for work on 7th day (Los Angeles, Baltimore)
- 13 contracts provide double rate for work on 7th day (E.St. Louis, Indianapolis, Louisville, Boston, Detroit, Grand Rapids, Albany, Syracuse, Cleveland, Youngstown, Altoona, Providence, Richmond)
- 1 contract provides for 1½ rate for work on Saturday (Albany)
- 1 contract provides for double rate for work on Saturday (Baltimore)
- 2 contracts provide for 1½ rate for work on Sunday (Detroit, Youngstown)
- 5 contracts provide for double rate for work on Sunday (Boston, Minneapolis, Albany, Philadelphia, Richmond)
- 9 contracts provide for 1½ rate for work on holidays (Boston, Newark, Paterson, Syracuse, Cleveland, Youngstown, Altoona, Scranton, Providence)
- 4 contracts provide for double rate for work on holidays (Los Angeles, Baltimore, Minneapolis, Bronx)
- 7 contracts provide for straight time rate plus 1½ rate for work on holidays (E. St. Louis, Indianapolis, Louisville, Detroit, Grand Rapids, Toledo, Richmond)

NATIONAL WAREHOUSE DIVISION
PROJECT # 2

THE GREAT A & P TEA CO.

PAID NON-PRODUCTIVE TIME PROVISIONS

SICK LEAVE

3 contracts incorporate present company plan into agreement
(Los Angeles, Baltimore, Providence)
1 contract incorporates company policy, and also provides that
a) any modification shall be submitted to the union and b) no
change in plan to detriment of employee can be made.

FUNERAL LEAVE

5 contracts provide for paid funeral leave (Boston, Albany, Toledo,
Youngstown, Altoona)

JURY DUTY

3 contracts provide for paid jury duty leave (Boston, Albany,
Youngstown)

REST PERIODS

3 contracts provide two 15-minute paid rest periods daily
(Louisville, Albany, Altoona)
1 contract provides 30 minutes' paid rest time daily (Bronx)
3 contracts provide two 10-minute paid rest periods daily
(Syracuse, Cleveland, Youngstown)
3 contracts provide two 15-minute paid rest periods daily for
women only (Indianapolis, Detroit, Grand Rapids)

HOLIDAYS

1 contract provides for 12 paid holidays (Bronx)
2 contracts provide for 11 paid holidays (Newark, Paterson)
1 contract provides for 10 paid holidays (Boston)
1 contract provides for 8 paid holidays (Providence)
5 contracts provide for 7 paid holidays (Los Angeles, E. St. Louis,
Albany, Philadelphia, Scranton)
6 contracts provide for 6 paid holidays (Indianapolis, Louisville,
Detroit, Grand Rapids, Minneapolis, Cleveland, Toledo, Youngstown)

NATIONAL WAREHOUSE DIVISION
PROJECT # 2

THE GREAT A & P TEA CO.

VACATION PROVISIONS IN CONTRACTS

- 3 contracts provide 1 week after 6 mos., 2 after 1 yr., 3 after 15 yrs.
(Newark, Paterson, Bronx)
- 1 contract provides 1 week after 6 mos., 2 after 1 yr., 3 after 20 yrs.
(Providence)
- 1 contract provides 2 weeks after 1 yr., 3 after 15 yrs. (Albany)
- 1 contract provides 2 weeks after 1 yr., 3 after 20 yrs. (Boston)
- 4 contracts provide 1 week after 6 mos., 2 after 1 yr. (E. St. Louis,
Indianapolis, Louisville, Toledo)
- 2 contracts provide 1 week after 1 yr., 2 after 3 yrs. (Los Angeles,
Philadelphia)
- 9 contracts provide two vacation policies, one for employees hired before
a specific date (generally effective date of contract), one for new em-
ployees. The "old" employees receive 1 week after each 6 months worked.
"New" employees receive paid vacations as follows:
- 4 contracts provide 1 week after 1 yr., 2 after 3 yrs., and
3 after 10 yrs. (Cleveland, Youngstown, Altoona, Pittsburgh)
- 4 contracts provide 1 week after 1 yr., 2 after 3 yrs.,
3 after 12 yrs. (Baltimore, Detroit, Grand Rapids, Syracuse)
- 2 contracts provide 1 week after 1 yr., 2 after 3 yrs.,
3 after 15 yrs. (Minneapolis, Richmond)

NATIONAL WAREHOUSE DIVISION
PROJECT # 2

THE GREAT A & P TEA CO.

HEALTH & WELFARE PROVISIONS IN CONTRACTS

4 contracts provide for company payments to Teamster health and welfare funds
6 contracts refer to continuance of previous insurance privileges and benefits

Los Angeles - Employer paid \$10.40 per month, for medical and hospital benefits paid thru Teamster's Food Industry Security Fund.

St. Louis - Company group life insurance and company group surgical and hospital plan shall cover all full-time employees after 6 months.

Boston - Present life insurance and hospitalization insurance to continue.

Grand Rapids - Company pays \$2 per employee to Michigan Conference of Teamsters' Welfare Fund.

Minneapolis - Company pays \$2 per employee to jointly administered welfare fund.

Newark & Paterson, N.J. - Company shall continue existing benefits.

Bronx, N.Y. - Company shall continue existing benefits; Group Hospitalization, Inc. to be substituted for Blue Shield.

Toledo, Ohio - Company to pay \$2.40 per month of premium for Blue Cross for single employees and \$3.10 per month for married employees.

Philadelphia - Employer pays 7/8¢ per hour to Teamsters Joint Council Welfare Fund.

Providence - Present life insurance privilege continued subject to any changes in company policy.

NATIONAL WAREHOUSE DIVISION
PROJECT # 2

THE GREAT A & P TEA CO.

GRIEVANCE AND ARBITRATION PROVISIONS IN A & P WAREHOUSE CONTRACTS

7 Contracts do not outline grievance procedure.

Out of 15 contracts that outline grievance procedure ,

4 allow individual to process first step of grievance without
union representative (Indianapolis, Louisville, Grand Rapids,
Kansas City)

All 22 contracts outline arbitration procedure.

8 Contracts specifically state that certain discharges are subject to
grievance or arbitration procedure.

15 Contracts state that costs of third arbitrator are to be paid 50-50.

ADMINISTRATIVE FILE

of H. J. Gibbons, Acting Director, National Warehouse Division

Date Nov. 4, 1953

To General President Dave Beck Subject Recognition of Local 404 at
the Springfield, Mass. A & P
Warehouse

I am forwarding for your information a report from Secretary-Treasurer
Ben Naylor of Local No. 404 in Springfield, Mass.

Last month, this local union was on the verge of losing an NLRB representation election at the A & P grocery and produce warehouse -- the vote having been 53 to 52, with five votes challenged, all by the union.

With the assistance of Max Block of the Amalgamated Meat Cutters, our Division arranged some conferences with management which resulted in recognition of the union.

This now leaves only six principal warehouses of the A & P chain that are still unorganized by any union.

H/1

CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 404

B. E. NAYLOR, SECRETARY-TREASURER



119 PLAINFIELD STREET
SPRINGFIELD 4, MASSACHUSETTS
TELEPHONE 5-7881

October 28th, 1953

Mr Sam Baron, National Warehouse Conference
100 Indiana Avenue
Washington 1 D C

Dear Sir and Brother:-

Pursuing further the matter of the election at the A & P Springfield warehouse, I was in conference yesterday at Boston with Mr William Meehan, New England Manager, and after telephone conversations with the Examiner of NLRB a letter was issued by the Company informing the Board that they would not contest the ineligibility of the five challenged employees to vote at the election, including the particular one whose status as Supervisor had been in question.

It was our understanding that this would automatically leave the way open for certification of our local Union by the Board on the basis of the vote of 53 to 52, excluding the challenged ballots.

Our attorney in Boston also communicated with the Board and was left with the same understanding. Therefore we should be receiving a notice of certification before long, and the Company has indicated that they will be prepared to enter into negotiations thereafter whenever it is mutually convenient.

We appreciate very much the assistance we have received, and I will keep you informed as to further developments.

With best wishes,

Fraternally yours,

B. E. Naylor

Secretary-Treasurer

OCT 28 1953

OCT 28 1953

W.M.P.H.O.V.
F.R.O.E.L.
RECEIVED

W.M.P.H.O.V.
F.R.O.E.L.
RECEIVED

